

SCHOOL FOOD AUTHORITY VENDED MEAL AGREEMENT

Is this the right contract for me?

Answer the questions below. A “yes” response to the questions below indicates that this is the appropriate contract for your organization. A “no” response to any of the questions below indicates that an individual from your organization should contact your assigned education program specialist (EPS) to discuss other meal purchasing options.

Yes	No	
		I want to purchase completed meals to serve in my school(s)
		I know another school that can provide meals for my school(s)
		I understand that I will have to repeat this process next year – I can’t renew an SFA Vended Meal Agreement

PROCUREMENT REGULATIONS

National School Lunch Program procurement requirements are found in [7 CFR 210.21](#). The summary below addresses some key points of the regulation:

- Full requirements are documented in 2 CFR 200, subpart D; 2 CFR 400; and 2 CFR 415.
- You are bound by the provisions of any contract you enter into, whether or not that contract resulted from a proper procurement process, **but** any costs incurred under a contract that does not meet the requirements of the regulation are unallowable costs.
- The Ohio Department of Education and Workforce is not a party to any contract formed pursuant to this agreement.
- If you make any changes to this prototype document, you need to submit those changes to us for approval **prior to** beginning your solicitation process.
- SFAs and Vendors are required to comply with the “Buy American” provision by purchasing agricultural commodities and food products that are produced and processed in the United States.

Carefully read the attached instructions. Please contact your assigned EPS or call our office toll-free at 1-800-808-6325 if you have questions or need assistance.

Procurement resources are also available on our web site at education.ohio.gov

Ohio Department of Education and Workforce – Office of Nutrition
School Food Authority Vended Meal Agreement
Instructions

These instructions are a combination of State agency policy and the following federal regulations:

1. 7 CFR 210: National School Lunch Program
2. 2 CFR 200
3. 2 CFR 400
4. 2 CFR 415

MEAL SPECIFICATIONS

The meal specifications provided in Schedule B are a basic sample. If you have specific things that you do or don't want to see on a vendor menu, this is the place to list them. Some examples could include:

- No menu items may contain pork or pork products
- Fresh fruits must be offered at least 3 times per week
- Menus for Grades 9-12 should include a daily entrée salad option in addition to the standard meal

Specifications must not be overly restrictive or include specific brand names or proprietary items.

OHIO DEPARTMENT OF AGRICULTURE FOOD SAFETY REGISTRATION / MEAT INSPECTION LICENSE

In order to provide food to program sponsors, vendors must have a Food Safety Registration and Meat Inspection License from the Ohio Department of Agriculture (ODA).

Food Safety Registration

Generally, a facility that produces food products at a commercial location and delivers those products to another location for sale or distribution is required to register with the ODA division of Food Safety.

Meat Inspection License

Additionally, vendors who produce and deliver meals containing meat and/or poultry are generally required to obtain a Meat Inspection License from the ODA division of Meat Inspection.

Exemptions

Certain meals are generally exempted from Division of Meat Inspection requirements. Exemptions include: closed faced, traditional sandwiches; meals comprised only of cheese, seafood, or vegetables; meals that contain less than 2% cooked meat/poultry by weight; and meals served under the supervision of a vendor employee. If a vendor anticipates serving meals that are exempt from meat inspection, they should contact the ODA division of Meat Inspection to obtain a letter of exemption.

- **Sandwiches**
To qualify for the exemption, sandwiches must be prepared and delivered with the meat/poultry between two pieces of bread or a bun. If the meat/poultry item (e.g. a hamburger patty) is delivered separately from the bread/bun and not assembled until it is served, it would not qualify for the exemption.
- **Pizza**
To qualify for the exemption, pizza must contain less than 2% by weight of cooked meat/poultry.
- **Supervised meals**
If an employee of the vendor remains at the site for the duration of the meal service, meals are generally exempt from inspection. This is true regardless of who actually serves the meal.

If you have any questions, contact the following divisions at the Ohio Department of Agriculture:

The Ohio Department of Agriculture
Division of Meat Inspection
8995 E. Main St.
Reynoldsburg, OH 43068
meat@agri.ohio.gov
614-728-6260 (office)
800-282-1955 (toll free)
1-800-750-0750 (TTY)

The Ohio Department of Agriculture
Division of Food Safety
8995 E. Main St.
Reynoldsburg, OH 43068
foodsafety@agri.ohio.gov
614-728-6250 (office)
800-282-1955 (toll free)
1-800-750-0750 (TTY)

**NATIONAL SCHOOL LUNCH PROGRAM
SCHOOL FOOD AUTHORITY
VENDED MEAL AGREEMENT**

SECTION A – GENERAL INFORMATION

Sponsor Name	
Street Address	
City State Zip	
Telephone Email	Contract Commencement Date
Contact Person	Contract Expiration Date

Price Schedule

Type of Meal	Age Group	Estimated Total Number of Meals per Day	X (Multiplied by)	Estimated Days to be Vended per Contract	X (Multiplied by)	Price per Meal	=	Estimated Total Meal Cost	
Breakfast	Primary		X		X	\$	=	\$	
Breakfast	Secondary		X		X	\$	=	\$	
Breakfast	Adult		X		X	\$	=	\$	
Lunch	Primary		X		X	\$	=	\$	
Lunch	Secondary		X		X	\$	=	\$	
Lunch	Adult		X		X	\$	=	\$	
Total Estimated Cost							\$		

SECTION B –CERTIFICATIONS CERTIFICATION REGARDING LOBBYING

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 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, 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 of Vendor	Address (Street, City, State, Zip)
Print Name of Authorized Representative, Vendor	Title
Signature of Authorized Representative, Vendor	Email
Telephone	Date Signed (Mo./Day/Yr.)

SECTION B continued

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352
(SEE PAGE 8 FOR PUBLIC DISCLOSURE)

1. Type of Federal Action <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	2. Status of Federal Action <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	3. Report Type <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> 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: <i>(if known)</i>	9. Award Amount: <i>(if known)</i>	
10. a. Name and Address of Lobbying Entity: <i>(if individual, last name, first name, MI)</i>	10. b. Individual Performing Services: <i>(including address if different from No. 10 a) (Last name, first name, MI)</i>	
11. Amount of Payment: <i>(check all that apply)</i> \$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/>	13. Type of Payment: <i>(check all that apply)</i> <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: <i>(specify)</i> _____	
12. Form of payment: <i>(check all that apply)</i> <input type="checkbox"/> A. Cash Nature _____ <input type="checkbox"/> B. In-kind (specify) Value _____		
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)		
15. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____		
Federal Use Only Authorized for Local Reproduction		

CONTINUATION SHEET

DISCLOSURE OF LOBBYING ACTIVITIES

Reporting Entity:

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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 in 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. Use a Continuation Sheet for additional information if the space on the form is inadequate. 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 (OMB) 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 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 first 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 know. 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 to Bid (ITB) 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 Item 5.
- 10a. 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.
- 10b. Enter the full name of the individual performing services, and include full address if different from 10a. 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 boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. 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 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 collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046) Washington, D.C. 20503.

VENDOR CERTIFICATION

<p>By signing below, Vendor certifies 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; and that it shall operate in accordance with the terms of this contract and all current program regulations.</p>		
Name of Vendor		
Mailing Address		
Street Address (if different from mailing)		
Telephone	Fax	
Print or Type Name of Authorized Representative	Signature of Authorized Representative	
Title	Email	Date

SPONSOR AWARD OF CONTRACT

Name of Authorized Representative		Signature of Authorized Representative
Title	Email	Date

SECTION C: DEFINITIONS

1. Definitions

- A. **Contractor** means the Vendor who is awarded this contract.
- B. **Food Safety Registration** means a registration pursuant to Chapter 3715.041 of the Ohio Revised Code.
- C. **Vendor** means an organization with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the program.
- D. **Meat Inspection License** means a license issued pursuant to Chapter 918 of the Ohio Revised Code.
- E. **Sponsor** means the Local Education Agency or School Food Authority issuing this contract.

SECTION D: SCOPE OF SERVICES

1. Meals

- A. Schedule A indicates the list of sites for which Vendor shall provide meals as well as the types and estimated numbers of meals to be provided.
- B. Meals served under the contract shall conform to the cycle menus agreed upon by the sponsor and Vendor. All meals furnished must meet or exceed the minimum food specifications listed in Schedule B and the meal pattern requirements established in 7 CFR § 210 and 7 CFR § 220 as applicable.
- C. Vendor shall deliver meals in **(bulk/unitized)** form.
- D. Delivered meals shall **(include/exclude)** milk.
- E. Vendor shall provide the sponsor with any special food/diets listed below or on Schedule B menu forms. Special foods/diets include **(insert: N/A if none):** _____

- F. Meals shall include the following additional items: **(check all that apply)**
 - Condiments Straws Napkins Single Service Ware
 - Cups Plates Saucers Bowls
 - Other (list) __________

2. Meal Orders

- A. Sponsor will place an initial order for meals on **(insert: day of week)** of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each site and each type of meal.
- B. The sponsor reserves the right to increase or decrease the daily number of meals ordered on a **(insert: number of hours)** hour notice or less if mutually agreed upon by sponsor and Vendor.
- C. Vendor shall provide one (1) meal per delivery location for temperature testing purposes at no additional cost to sponsor.

3. Delivery Requirements

- A. Delivery shall be made by the Vendor to each site in accordance with the order from the sponsor.
- B. Vendor shall **(sponsor check):**
 - _____ Deliver meals only
 - _____ Deliver meals and an Vendor employee shall be present while Sponsor serves the meals
 - _____ Deliver meals and an employee of Vendor shall serve the meals
- C. Meals are to be delivered, unloaded, and placed in the designated site by the Vendor's personnel at each of the locations and times listed in Schedule A.

- D. The sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A. Deletion or addition of sites will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting sites shall be negotiated and noted in the modification. The Vendor's invoice shall show the cost as a separate item for that site. Otherwise, there shall not any separate charge for transportation, fuel or delivery.

4. Sanitation

- A. State and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures. Adequate refrigeration or heating shall be provided during delivery to insure the wholesomeness of food at delivery in accordance with state or local health codes.
- B. At the time food is packed for delivery or leaving the preparation kitchen, the Vendor shall record the time and temperature of all hot and cold foods. The sponsor shall record time and temperature of delivered hot and cold food upon delivery and when served. This information is to be recorded on the delivery slip or other temperature log.

5. USDA Foods

- A. Any donated foods received by Sponsor and made available to Vendor must accrue solely to the benefit of Sponsor's child nutrition programs, and shall be fully utilized therein. Donated foods shall be considered received when the foods arrive at Vendor's facility in either raw form or in processed end products. Vendor shall have records available to substantiate that the full value of all donated foods is used solely for the benefit of Sponsor.
- B. Sponsor shall retain title to all donated foods and the selected Vendor will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR 210, 220, 225, 226, and 250 as applicable.
- C. Vendor shall accept and use donated foods in as large quantities as may be efficiently utilized in Sponsor's nonprofit food service, subject to approval of Sponsor. Sponsor shall consult with Vendor in the selection of donated foods; however, the final determination as to the acceptance of donated foods must be made by Sponsor.
- D. Vendor will comply with all storage and inventory requirements for donated foods. Vendor will ensure that its system of inventory management will not result in Sponsor being charged for donated foods.
- E. Vendor will use all donated ground beef and ground pork products, and all processed end products, without substitution, in Sponsor's food service. Vendor will 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, in Sponsor's food service.
- F. Vendor is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of donated foods in accordance with 7 CFR 250.54(b). Failure by Vendor to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of donated foods.
- G. Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.
- H. Vendor is prohibited from entering into any processing contracts utilizing donated foods on behalf of Sponsor. Selected Vendor agrees that any procurement and/or utilization of end products by selected Vendor on behalf of Sponsor will be in compliance with the requirements in subpart C of 7 CFR 250 and with the provisions of Sponsor's processing agreements.
- I. Sponsor must receive all discounts or rebates for donated foods purchases made on its behalf. All refunds received from processors must be retained in the nonprofit food service account.
- J. Vendor must credit Sponsor for the value of all donated foods received for use in Sponsor's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). The donated foods will be credited using entitlement value. Credits will be reported on regular invoices from Vendor.
- K. Year-end reconciliation shall be conducted by Sponsor to ensure and verify correct and proper credit has been received for the full value of all donated foods used by Vendor during the fiscal year. Sponsor reserves the right to conduct donated foods credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210

and 7 CFR 250. If any adjustments are necessary, Sponsor is responsible for assuring such adjustments are made.

- L. The distributing agency, subdistributing agency, Sponsor, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of Vendors food service operation, including the review of records, to ensure compliance with the requirements for the management and use of donated foods;
- M. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

SECTION E: General Conditions

1. Requirements Contract

- A. Except as otherwise provided in the contract, this contract will bind the sponsor during the term of the contract to secure all of its needs from Vendor and will bind Vendor to perform all such work ordered by the sponsor at prices specified in the contract.
- B. The quantities of services specified in this contract are estimates only.
- C. The sponsor shall not be obligated to place any minimum dollar amount of orders or any minimum number of orders under this contract. The utilization of the Vendor for services specified in the schedule will be dependent upon the needs and requirements of the sponsor.

2. Pricing

- A. The price per meal includes price of food (including special foods/diets), milk (if applicable), packaging, transportation/fuel, and all other related costs (e.g., condiments, utensils, etc.). There shall be no separate charge for transportation, fuel or delivery. The Vendor shall bill the sponsor for creditable meals and/or snacks delivered at the unit prices listed in the Price Schedule of this contract.
- B. Vendor shall provide itemized invoices on a **(weekly, bi-weekly or monthly)** basis.
- C. Payment will be due **(# of days)** days after receipt of invoice.
- D. The sponsor will not consider any price increases for the period of this signed contract.

3. Menu Cycle

- A. Meals will be prepared in accordance with the menu cycle agreed upon by the sponsor and Vendor. Menu changes may be made when mutually agreed upon by both parties. Sponsor reserves the right to suggest menu changes periodically throughout the contract period.
- B. Deviation from the menu cycle shall be permitted only upon authorization of the sponsor.
- C. When an emergency situation exists which might prevent the Vendor from delivering a specified meal component, Vendor shall notify the sponsor immediately so substitutions can be agreed upon.

4. Nonconforming Meals

- A. The sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract.
- B. The Vendor shall not be paid for any rejected meals at the time of delivery, unauthorized meals, unauthorized menu changes, incomplete meals, meals that do not comply with meal pattern requirements, meals not delivered within the specified delivery time period, meals rejected because they do not comply with time/temperature requirement, foods that are substandard in quality or show signs of spoilage, and meals that do not meet any other contract specifications.
- C. The sponsor reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The Vendor will be liable to the sponsor for any costs incurred by the sponsor for replacement meals that exceed the Vendor's bid price per meal. The sponsor or agency inspecting shall notify the Vendor in writing of the number of meals rejected and the reasons for rejection.

6. Supervision and Inspection

The Vendor shall provide management supervision of food production at all times and perform regular quality control inspections to check for portion size, appearance, quality, and proper packaging.

7. Recordkeeping

- A. Vendor shall maintain such records (supported by invoices, receipts or other evidence) as the institution will need to meet its responsibilities under this part, and shall promptly submit invoices and delivery reports to the institution no less frequently than monthly.
- B. For each delivery, Vendor shall prepare and leave at each site an itemized delivery slip that, at minimum, contains the following information: Name of vendor, name of delivery site, date of delivery, time of delivery, meal type, number of meals ordered, number of meals delivered, food items delivered (including milk if applicable), serving size or quantity of each food item delivered, time and temperature of hot and colds foods (both when leaving preparation site and at delivery), signature of Vendor representative/delivery person, and signature of sponsor representative receiving delivery of food.
- C. Designees of the sponsor at each site will check adequacy of delivery and meals before signing the delivery slip.
- D. Vendor shall maintain food production records, including menus, recipes, CN labels (as applicable), and quantities of food produced. Vendor shall make these records available to sponsor upon demand.
- E. The books and records of the Vendor pertaining to the institution's food service operation shall be available for inspection and audit by representatives of the State agency, of the Department, and of the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved.

8. Method of Payment

- A. The Vendor shall submit itemized invoice(s) to the sponsor as specified in Section E of this contract. The Vendor shall provide itemized invoices to the sponsor that, at minimum, indicates the time period that invoice covers, the number of meals delivered per day per meal type, the price per meal, the total amount due and payment due date. If the amount of milk delivered is not specified on each site's daily delivery slip/ticket, then the total amount of milk delivered for the billing period for each site should be specified on the invoice.
- B. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery slips/tickets were provided by the Vendor and were signed by both parties.
- C. The Vendor shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract.

9. Inspection of Facility

- A. The Vendor shall have appropriate Federal, State or local health certification for the plant in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times.
- B. The sponsor, the State agency and the U.S. Department of Agriculture reserve the right to inspect the Vendor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- C. The Vendor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality. Results of these inspections shall be submitted to the sponsor and to the State agency.

10. Insurance

The Vendor shall maintain in force all insurance coverage required by the appropriate State or local licensing authority.

11. Availability of Funds

- A. The sponsor shall have the sole option to cancel this contract if the Federal Government withdraws funds to support the National School Lunch Program.
- B. In the event of cancellation of the contract, the sponsor shall be responsible for meals that have been assembled and delivered in accordance with this contract.

12. Number of Meals and Delivery Times

- A. The Vendor must provide the quantity of meals ordered. The number of meals ordered by sponsor will not include test meal.
- B. Meals will be inspected and counted at all sites before meals are accepted by site personnel. Damaged or incomplete meals will not be included when the number of delivered meals is determined.
- C. Meals shall be delivered in accordance with the delivery schedule prescribed in Schedule A.

13. Emergencies

- A. In the event of unforeseen emergency circumstances, the Vendor shall immediately notify the sponsor by telephone, text, email, or in person of the following: (1) the impossibility of on-time delivery, (2) the circumstance(s) precluding delivery, and (3) a statement of whether or not succeeding deliveries will be affected. Otherwise no payments will be made for deliveries that arrive later than the beginning of the meal service.
- B. Emergency circumstances at the site precluding utilization of meals are the concern of the sponsor. The sponsor may cancel orders provided it gives the Vendor 24 hours' notice, or a lesser time agreed upon by both parties.
- C. Adjustments for emergency situations affecting the vendor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually agreed upon between the Vendor and the sponsor.

14. Termination

- A. The sponsor reserves the right to terminate this contract for cause if the Vendor fails to comply with any of the requirements of this contract. The sponsor shall notify the Vendor of specific instances of noncompliance in writing. In instances where the vendor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the sponsor shall have the right, upon written notice, of immediate termination of the contract and the Vendor shall be liable for any damage incurred by the sponsor. Full payment is due immediately upon receipt of written notice. Amount owed will not be based upon reimbursement.
- B. The sponsor may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract if it is found by the sponsor that gratuities in the form of entertainment, gifts, etc. were offered or given by the Vendor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract, provided that the existence of the facts upon which the sponsor makes such findings shall be an issue and may be reviewed in any competent court.
- C. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a breach of the contract by the vendor, and a penalty in addition to any other damages in an amount which shall not be less than three or more than ten times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee.
- D. Both the Vendor and the sponsor reserve the right to cancel this contract upon written notice for reasons from conditions and circumstances beyond the reasonable control of the parties or, with mutual agreement, upon 30 days after written notice is delivered to either party by the other.
- E. In the event the sponsor consents to or waives the breach of any provisions or covenant of this Contract, such waiver shall not constitute a waiver of such provision or covenant in the future. The sponsor shall not be stopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision.
- F. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

15. Subcontracts and Assignments

The Vendor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the sponsor, its contract or any interest therein. In the event of any

assignment, the Vendor shall remain liable to the sponsor as principal for the performance of all his obligations under this contract.

16. Buy American.

Vendor shall comply with the *Buy American Provision* (7 CFR 210.21(d)) for contracts that involve the purchase of food.

- A. Vendor shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
- B. Vendor shall seek approval of Sponsor before purchasing foods under an exception to the Buy American provision and maintain documentation of any such purchases that must include, at a minimum:
 - 1) the non-domestic product that was purchased
 - 2) the date of the purchase
 - 3) the reason for the exception
 - 4) any efforts made to find alternate sources or substitute domestic products
- C. Sponsor may review Vendor purchase records to ensure compliance with the Buy American provision.

SECTION F: GENERAL PROVISIONS

1. Equal Opportunity

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor [41 CFR 60].

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or training, including apprenticeship. The contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor (or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders).
- F. In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such sanctions as may be imposed and remedies invoked as provided in Executive Order

No. 11246 of September 24, 1965 as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protest the interests of the United States.

2. Clean Air and Water

If the value of this contract exceeds \$150,000, contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

1. Energy Policy and Conservation Act (P.L. 94-163)

The contractor shall meet mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

2. Contract Work Hours and Safety Standards Act

The contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) as applicable to this contract.

3. Assurance of Civil Rights Compliance

Vendor hereby agrees that it will comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- B. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- D. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- E. 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);
- F. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- G. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- H. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- I. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, 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.
- J. 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, 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 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 on this contract are authorized to sign this assurance on behalf of Vendor.

SCHEDULE A

If contract is for more than 3 sites, then attach additional Schedule A pages as needed.

Site Information for Where Food Will Be Delivered	Check Meal Type to be Vended ↓		Insert Estimated No. of Meals To Be Ordered For Each Grade Group			Directions: Indicate yes responses with an "X". If response is no, leave blank.					Meal Delivery Time
			Pre-K	K-8	9-12	Milk Delivery Included	Extra Milk Needed	Tableware or Utensils Needed	Meals Delivered Unitized	Meals Delivered Bulk	
Site Name & Address	Breakfast										
	Lunch										
	PM Snack										
Site Name & Address	Breakfast										
	Lunch										
	PM Snack										
Site Name & Address	Breakfast										
	Lunch										
	PM Snack										

VENDED MEAL FOOD SPECIFICATIONS

All foods used shall be in conformance with NSLP guidelines for menu planning and the following minimum specification:

MEATS: Only those meats or meat products which are slaughtered, processed and manufactured in plants participating in the U.S. Department of Agriculture inspection program can be used. Meats and meat products must bear the appropriate inspection seals. All meat and meat products must be sound, sanitary and free of objectionable odors and signs of deterioration on delivery. Meats that are dry heat cooked use USDA Choice Grade. Meats cooked with moist heat, use USDA Good Grade or better.

GROUND BEEF/PORK: Maximum 26% fat content.

PROCESSED MEATS: Processed meats such as frankfurters, bologna, knockwurst and Vienna sausage that are all meat or have alternate protein products as the only added binder/extender.

PRE-PORTIONED MEAT ENTREES: Commercially prepared products such as breaded chicken or fish, meatballs or patties, etc. must have a Child Nutrition (CN) label indicating that the product has been reviewed by the USDA Child Nutrition Labeling Program and that its contribution to the meal pattern requirements has been determined OR a product analysis sheet signed by an official of the manufacturer stating the amount of cooked lean meat/meal alternate in the product per serving is on file and available upon request.

POULTRY AND SEAFOOD: When served as whole pieces, must be U.S. Grade A.

MILK: Pasteurized, homogenized fluid milk; can be unflavored low-fat (1%), flavored or unflavored fat-free (skim), flavored or cultured buttermilk. All milk is to contain vitamin A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk.

CHEESE: U.S. Grade A.

EGGS: U.S. Grade A. All eggs must be free from cracks. Dried, liquid or frozen eggs shall be pasteurized.

FRUITS AND VEGETABLES: Fresh produce should be of good quality (U.S. No. 1) relatively free of bruises and defects. Commercially canned fruits packed in its own juice, water, juice or light syrup and be U.S. Grade B (Choice) or better. Canned juices shall be 100% juice, U.S. Grade A. Commercially canned or frozen vegetables, U.S. Grade B (Choice) or better.

GRAINS/BREADS: Grains/breads are creditable when the products are whole grain-rich.