

**Invitation for Bid/
Vended School Meal Contract**

General Procedural Terms and Conditions

A. Intent and Procurement Method

This document is to be utilized by School Food Authorities (SFAs) who wish to procure a vended meal provider. It combines an Invitation for Bid (IFB) process with the contract, so that once a bid is awarded, the document becomes the formal contract between the SFA and the awarded vendor.

Note that this template for vended meals is to be utilized for SFAs that contract with vendors to provide meals dropped off at the specified locations. If an SFA would like to procure additional services from the vendor, such as on-site staff, assistance with other administrative aspects of the child nutrition programs or selling a la carte foods during meal service besides milk and/or adult meals, they must utilize the templates for food service management contracts, available on the Minnesota Department of Education website.

There are several parts to the document and the process is dependent on the anticipated annual value of the contract. For contracts greater than \$175,000 (for public schools) or \$250,000 (for nonpublic schools), the SFA must complete the document in its entirety, including Section H: for formal procurement using the Invitation for Bid process, which follows formally advertising the bid opportunity, holding a pre-bid meeting or bid release information period followed by formally awarding the contract.

For additional information on formal procurement through the Invitation for Bid process, refer to the [Procurement-Formal \(Sealed\) Bid Procedures document](https://education.mn.gov/MDE/dse/FNS/SNP/mgmt/Proc/049036) available on the Minnesota Department of Education website at: <https://education.mn.gov/MDE/dse/FNS/SNP/mgmt/Proc/049036>.

For contracts of less than \$175,000 (for public schools) and \$250,000 (for nonpublic schools), the same document must be used, but the sections labeled for formal procurement do not need to be completed.

Contract type. Check one:

- The contract is for less than \$175,000 (public schools) or \$250,000 (nonpublic schools) – The informal procurement process resulting in a fixed price meal price should be followed.
- The contract exceeds \$175,000 (public schools) or \$250,000 (nonpublic schools). The formal Invitation for Bid process should be followed resulting in a fixed price meal cost contract.

This solicitation is for the purpose of entering into a contract for the purchase of vended meals for AIM Academy of Science & Technology herein after referred to as the School Food Authority (SFA). The bidder will be referred to as the Vendor and the contract will be between the Vendor and the SFA.

1. The SFA shall retain signature authority for the application/agreement to participate in the programs listed in the site information form(s) including, but not limited to the Application Renewal, the Verification of Application Form, and letters to the MDE to amend the application. [7 CFR 210.16 (a) (5)]
2. Utilizing the vended school meal invitation for bid (IFB)/contract, the contract shall include all activities necessary for the purchase, preparation and delivery of meals to the SFA and the use of USDA foods.

B. Bid Submission and Award

1. Sealed bids (for formal procurement) and price quotes (for informal procurement) are to be submitted to AIM Academy of Science & Technology, 2831 12th Street, Mpls, MN 55407.
2. Bids/price quotes will not be accepted after July 14, 2021 on 12:00 pm. The bid is to be submitted in a sealed envelope marked "Vended School Meals Invitation for Bid." (formal procurement) or "Vended School Meals Price Quote" for (informal procurement).
3. The SFA reserves the right to exercise its discretion to reject any or all bids.
4. To be considered, each bidder must submit a complete response to this solicitation using the Bid Sheet-Vended School Meals Contract Form. The SFA should complete the number of meals needed for each meal type.
5. Awards, if any shall be made to a qualified and responsible bidder whose bid is responsive to this solicitation. A responsible bidder is one who is financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
6. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.
7. If additional information is required, please contact Abdirashid Abdi, Executive Director at admin@aimacademymn.org.

This contract, between School Food Authority (SFA) AIM Academy Science & Technology

SFA's Sponsor ID Number (CLiCS) To Be Assigned

and Vendor _____ authorizes that Vendor will provide meals, snacks and/or milk in accordance with this contract and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of: July 1, 2021 through June 30, 2022.

If allowed in Section G and V, this contract may be renewed for up to four additional one-year terms upon mutual agreement of SFA and Vendor.

Vendor will provide meals to SFA site(s) according to the attached Site Data forms.

SFA will notify Vendor with seven days' notice of changes to sites.

C. Incurred Costs

1. The SFA is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties.

D. Reimbursable Meals and Snacks

1. Vendor will provide meals, snacks and/or milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 according to School Nutrition Program Breakfast, Lunch and Afterschool Snack Meal Patterns.
2. SFA has attached the cycle menus for each meal type requested that were used in solicitation of the contract. The meals or snacks served under the contract will conform to the attached cycle menus at least for the first cycle and thereafter may be adjusted as needed by mutual agreement of the parties

provided that applicable meal pattern requirements are met. The SFA may select from one of the sample cycle menus included in the site data form or attach their own 21-day cycle menu.

3. The Vendor must comply with the 21-day menu selected by the SFA and included in the invitation for bid. Any changes made by the Vendor after the first 21-day menu may be made only with approval by the SFA. The SFA shall approve the menus no later than two weeks prior to service.
4. Vendor will provide meals to SFA in the manner specified in the Site Data form.
5. All meals provided shall conform to the minimum meal requirements including the nutrient standards of the United States Department of Agriculture (USDA) for those meals and for the age group served. The Vendor shall comply with the rules and regulations of MDE and USDA, and any additions or amendments thereto, including but not limited to, 7 CFR Parts 210, 215, 220, 225, 226, 235, 250, 3016, and 3019, if applicable; and Food and Nutrition Service instruction, final rules, and policy, as applicable.
6. All foods provided must be creditable according to the USDA Food Buying Guide. The Vendor shall be liable for meals that contain non-creditable foods or do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The SFA shall not pay for such meals.
7. The Vendor shall cooperate with the SFA in fulfilling any applicable requirements outlined in the School's Local Wellness Policy.
8. The SFA shall retain control of the quality, extent, and general nature of the food service.
9. The Vendor shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
10. No a la carte food items besides milk may be provided by the vendor for sale to students. If the SFA wishes to offer a la carte items besides milk and/or adult meals, the Food Service Management contract must be used.

E. Substitutions and Modifications for Medical or Special Dietary Needs

1. Vendor will substitute food or beverage items or modify food items for qualifying students as required by federal and state law and if required by any SFA policies. If Vendor incurs additional costs for substitutions that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither Vendor nor SFA may charge any additional amounts to students who qualify for substitutions.
2. Substitutions or Modifications for Students with Disability – Federal Requirement Vendor will provide substitutions to, or modifications of, meals as required by federal law for students who are documented by a physician to be unable to consume the regular program meals due to a disability. A physician's statement must identify the student's disability, the major life activities affected by the disability, the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted in order for the meal to be claimed for reimbursement. The statement must be signed and dated by the physician and must be maintained on file at the SFA.
3. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114, upon the written request of the parent of a lactose-intolerant student: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. The parent's request must be maintained on file at the SFA.

4. Meal Substitutions for Students without Disability (Optional)

_____ SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions for students who do not have a disability but who are unable to eat the regular meals due to medical or special dietary needs. Vendor will provide substitutions for students who do not have a disability upon the written request of a recognized medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor). The request must specify the food or foods to be omitted from the student's diet, the food or choice of foods that must be substituted, be signed and dated by the recognized medical authority, and be maintained on file at the SFA. All meals provided for students without a disability must meet meal pattern requirements.

5. Non-Dairy Fluid Milk Substitutes (Optional)

_____ SFA has established a policy as allowed by School Nutrition Programs to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. A request for a non-dairy fluid milk substitute must be in writing, identify the medical or other special dietary need that restricts the student's diet, be signed and dated by the parent/legal guardian or a medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor), and be maintained on file at the SFA. Product information must be maintained on file to document that the non-dairy product(s) offered to students meet School Nutrition Programs standards for non-dairy fluid milk substitutes.

F. Delivery, Ordering and Payment

1. Delivery of meals will be made to the SFA's dining site(s) or ready for pick-up by 10:00 am _____ each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
2. The SFA shall notify the Vendor by telephone or in person each day prior to One Week _____ of the total number of meals needed for that day and/or the following day. The SFA retains the ability to adjust the number of meals needed from the original bid documentation with adequate prior notification to the Vendor.
3. Vendor shall, on a monthly basis, invoice the SFA with an itemized invoice. Payment shall be due within 30 days of the monthly invoice. A late charge equal to five percent per month will be added to all unpaid balances in excess of 30 days. Finance charges cannot be paid from the non-profit food service funds.
4. All bids/price quotes shall be calculated based on the information provided by the SFA in Vended School Meals Contract Form.
5. The Vendor shall receive a fixed price for meals indicated in the site data form.
6. If the Vendor is procured separately from this contract to provide meals for catered functions, the Vendor shall submit separate billing for the catered functions conducted outside of the non-profit school food service account.
7. If the cost of a substituted food item or beverage provided to a student with a medical or special dietary need in accordance with Section E exceeds the standard meal or milk payment to Vendor shown above, SFA will reimburse Vendor for the additional costs if requested by Vendor and supported by documentation of the additional cost. Neither Vendor nor SFA may charge any additional amount to qualifying students who receive substitutions or modifications required by law or SFA policy.

G. Contract Terms

1. This contract shall be for an initial term of one year with up to four one-year renewals, with mutual agreement between the SFA and the Vendor for nonpublic schools and up to two one-year renewals with mutual agreement between the SFA and the Vendor for public schools. [7 CFR 210.16 (d)].
2. The contract signed by both parties and supporting documentation must be uploaded to the Minnesota Department of Education CLiCS application and will be reviewed prior to final approval of the yearly CLiCS application. Per 7 CFR 250.53 (a) (12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.
3. The only rates that may be adjusted in subsequent years of this contract are the fixed price per meal contained within this contract. Before any fixed rate or fee increase can be implemented as part of a contract renewal agreement, the Vendor shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates in subsequent years of the contract must not exceed the Consumer Price Index for Urban Consumers – Food Away from Home annualized rate for December of the current school year.
4. This solicitation/contract, the IFB of the successful bidder and attachments constitute the entire agreement between the SFA and Vendor. Aside from the adjustments and amendments referenced in Section (G) (3), supra, additional documents and/or agreements, including non-negotiated provisions developed by the contractor, cannot become part of the executed contract. Any additional documents resulting in a substantial change to the contract awarded by the SFA will not be executed by the SFA. No other side contracts developed by the successful bidder related to vended school meals will be signed by the SFA.
5. All state agency-mandated changes to the terms of this contract or any amendment will be incorporated therein before the SFA executes any agreement between it and the Vendor.
6. The SFA may request the Vendor provide meals for additional food service programs. If the addition is a Child Nutrition Program not identified in the original IFB, prior to implementation the SFA must notify MDE and discuss whether the addition constitutes a material change to the contract.
7. This contract shall not prevent the SFA from participating in food consortia or purchasing food from vendors with whom the Vendor normally does not do business.

Required for formal procurement (optional for informal procurement): Pre-Bid Meeting or Bid Release Information. Select one:

Interested bidders must meet to review the specification, to clarify any questions, and to go on a walk-through of the facilities with school officials on July 7, 2021 at 12:00-1:00 pm at the following location: Virtually - Request Invitation by email admin@aimacademymn.org
Attendance is required.

Or

A pre-bid meeting will not be scheduled. A copy of the IFB will be available at _____ or by email at _____ by _____.

Potential bidders are asked to e-mail their questions to _____ at _____ by _____. The school will e-mail its response to these questions by _____.

I. Late Bids

1. Any bid received after the exact time specified for receipt will not be considered or opened publicly.

J. Gifts from Vendor

1. The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under State or Federal law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. [7 CFR 3016.36 (b) (3) (iv)].

K. Captions

1. Captions in all sections of this document are provided only as a convenience, and shall not affect the interpretation of this instrument, its attachments, and addenda.

L. Standard Terms and Conditions

1. The Vendor shall operate in conformance with the School Food Authority's (SFA) Agreement with the Minnesota Department of Education (MDE) and any attachments.
2. The Vendor, as an independent contractor, shall have the exclusive right to provide vended meals.
3. The Vendor shall be an independent contractor and not a SFA agent or representative. The employees of the Vendor are not employees of the SFA. All Vendor employees shall remain directly accountable to the Vendor for the duration of this contract. Except as otherwise expressly stated in this agreement, the Vendor has the sole responsibility and authority to hire, assign, supervise, evaluate, and discipline any personnel assigned by it in the performance of this contract.
4. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
5. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's food service account. The SFA and Vendor agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract, as required under 7 CFR 210.16 (c), 7 CFR 3016.36 (f) (4), and 7 CFR 3019.44 (c).
6. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the MDE and the United States Department of Agriculture (USDA) regarding each of the Child Nutrition Programs covered by this contract. [7 CFR 210.16 (a) (2)].
7. The SFA shall retain control of the Child Nutrition Programs' food service accounts and overall financial responsibility for the Child Nutrition Programs.
8. The SFA shall establish all selling prices for reimbursable and non-reimbursable meals and milk. [7 CFR 210.16 (a) (2)].
9. An SFA shall operate catering functions independent of this contract. The SFA shall price any catering functions at a price to recover all costs associated with the function so that it is not subsidized by program funds or USDA foods.

M. USDA Foods

1. The contract must include the use of USDA Foods to which the SFA is entitled through the USDA Food Distribution Program. Vendor will perform activities relating to USDA Foods, including crediting SFA for the value of donated foods received for use.

2. Vendor will perform the specific activities relating to USDA donated foods that are indicated below. Vendor assures SFA that such activities will be performed in accordance with the applicable requirements in 7 CFR 250.
 - Preparing meals.
 - Ordering or selection of donated foods, in coordination with SFA and in accordance with 7 CFR 250.58(a).
 - Storage and inventory management of donated foods, in accordance with 7 CFR 250.52.
 - Payment of processing fees or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with the requirements in 7 CFR 250 subpart C.
3. Vendor will credit SFA for the values of USDA Foods received for use by Vendor during the term of the contract, including both entitlement and bonus foods and the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). SFA must ensure that the method and timing of crediting does not cause its net cash resources to exceed the limits established in 7 CFR 210.9(b)(2).
4. Vendor will not charge any fees related to USDA Foods in addition to the fixed meal prices, or request any reimbursement of costs related to USDA Foods.
5. Method of Crediting: During the contract year, Vendor will credit SFA on a monthly basis for the cash values of USDA Foods received by Vendor for use. Cash values of USDA donated foods will be established by the most current documentation available from the Minnesota Department of Education at the time of crediting.
6. Annual Reconciliation: The SFA will conduct an annual reconciliation after completion of the school year, based on the year-end donated foods received report supplied by the Minnesota Department of Education, to ensure that Vendor has credited SFA for the value of all USDA Foods received for use during the contract year. Vendor will pay SFA for any value of USDA Foods received for use during the year that exceeded the total credits given to SFA during the year. SFA will pay Vendor for the amount of any credits received during the year that exceeded the value of USDA Foods received for use during the year, unless other procedures are specified here.
7. Vendor will use all USDA donated ground beef and ground pork products, and all processed end products, in SFA's food service. Vendor will use all other USDA 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 USDA donated foods, in SFA's food service. Vendor will comply with the storage and inventory requirements for USDA donated foods in 7 CFR 250.52. Upon termination of the contract, Vendor will return all unused USDA donated ground beef, donated ground pork, end products and, at SFA's discretion, other USDA donated foods.
8. Vendor assures SFA that the procurement of processed end products on behalf of SFA, as applicable, will comply with 7 CFR 250 and with provisions of MDE or SFA processing agreements. Vendor will ensure crediting of SFA for the value of USDA donated foods contained in such end products at the processing agreement value. Vendor will not itself enter into a processing agreement with a processor.
9. Vendor and SFA will maintain records relating to the use of USDA donated foods, in accordance with 7 CFR 250.54.
10. SFA will ensure that Vendor is in compliance with the requirements of 7 CFR 250 through its monitoring of the food service operation as required in 7 CFR 210 and 225, as applicable.

11. SFA, MDE, USDA, the Comptroller General, or their authorized representatives, may perform onsite reviews of Vendor's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA donated foods.
12. If Vendor is a commercial enterprise and uses USDA Foods in the preparation of meals in its own facility or only operates the Department of Defense (DOD) fresh program in an SFA, Vendor acknowledges that it meets the definition of processor of USDA Foods in federal regulations (7 CFR 250.3) and is required to enter into a processing agreement and comply with the terms of the agreement. Vendor will annually enter into an In-State Processing Agreement with MDE or, if Vendor operates in multiple states, a National Processing Agreement with USDA.
13. The Vendor shall maintain adequate storage practices, inventory and control of USDA donated foods in conformance with the SFA's agreement with the Minnesota Department of Education.
14. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all donated foods owned by the SFA and retain possession of these items or credit the value of these foods.

N. Health Certifications

1. The Vendor agrees that the 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 following HACCP guidelines.
2. The Vendor shall maintain for the duration of the contract state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16 (c) (2).

O. SFA Control of Food Service

1. SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies. SFA will:
2. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from the Minnesota Department of Education.
3. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
4. Ensure that the food service operation is in conformance with SFA's agreement with the Minnesota Department of Education to participate in School Nutrition Programs.
5. Maintain all applicable health certifications for SFA and assure that all state and local health regulations are being met by Vendor, if preparing or serving meals at a SFA facility.
6. Monitor vended meals to ensure the food service is in conformance with program regulations.
7. Prepare contract documents for vended meals.
8. Provide all staffing necessary for program delivery within the SFA, including meal ordering, meal service, counting and cleanup of meals.

P. Record Keeping

1. The Vendor agrees to maintain (for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims), all records pertaining to this Contract including records of food purchased, daily quantities prepared and delivered, daily menu records, food production records, nutrition information from food products and recipes used, and delivery receipts.

The Vendor must submit invoices to the SFA on a monthly basis at a minimum. The Vendor also agrees that such records will be made available to representatives of MDE, USDA, and the United States General Accounting Office, at any reasonable time and place. [7 CFR 210.23 (c) and 250.16 (b)].

2. The Vendor agrees to comply with all requirements regarding the Administrative Review process of MDE for the school meals including providing nutrition and crediting information on food products and recipes used. The Vendor may request the SFA's prior Administrative review report from the SFA or MDE so as to avoid repeat meal service violations and potential fiscal penalties.
3. The Vendor shall surrender to the SFA upon termination of the Contract all records pertaining to the operation of the food service, to include all food and non-food inventory records, menus, production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order and complete to the extent necessary to reconstruct individual cost of prior Vendor billings.
4. The Vendor shall maintain such records (supported by invoices, receipts, and other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly bills/invoices in a format approved by the SFA.
5. The SFA and Vendor must provide all documents as necessary for the independent auditor, MDE Reviewers, or agents of the USDA to conduct the SFA's single audit.

Q. Monitoring

1. The SFA shall monitor the food service operation of the Vendor through periodic on-site visits to ensure that the food service is in conformance with all USDA program regulations.
2. The State Agency may monitor the Vendor through periodic on-site visits to ensure compliance with program regulations and requirements.

R. Use of Advisory Group

1. The Vendor may participate in periodic meetings of the SFA advisory board, comprised of students, teachers, and parents, to assist in menu planning.

S. Licenses and Fees

1. The Vendor and the SFA shall obtain and post all licenses and permits as required by federal, state, and/or local law.
2. The Vendor shall comply with all SFA building rules and regulations when dropping off the meals.

T. Insurance and Indemnification

1. A Certificate of Insurance of the Vendor's insurance coverage, indicating the specified amounts, must be submitted at the time of award. The Vendor shall provide the SFA copies of all applicable insurance policies at the time of award. All insurance required as a result of a response to this IFB shall provide that the insurer will provide notice of cancellation directly to the SFA 30 days before such cancellation occurs.
2. The SFA shall keep its buildings, including the premises, and all property contain therein insured against loss or damage by fire, explosion, and similar casualties.
3. The Vendor shall indemnify and hold harmless the SFA, or any employee, director, or agent of the SFA from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property, resulting from the Vendor's acts, or omissions,

willful misconduct, or breach of the Vendor's obligations under the Agreement by the Vendor and its agents, servants, or employees, or other persons under its supervision or direction.

U. Emergency Closing

1. The SFA shall notify the Vendor of any interruption in utility service of which it has knowledge.
2. The SFA shall notify the Vendor of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

V. Terms and Termination

1. This contract shall be for an initial term of one year with up to four one-year renewals for public schools with mutual agreement between the SFA and the Vendor. [7 CFR 210.16 (d)].
2. Per 7 CFR 250.53 (a) (12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.
3. The SFA or the Vendor may terminate the contract with cause by giving 60 days written notice. Contracts may be terminated for convenience only if both parties agree.
4. Neither the Vendor nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the Vendor or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

W. Non-Performance by Vendor

1. In the event of the Vendor's non-performance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the Vendor and shall have the right to seek all sanctions and penalties as may be appropriate.
2. In cases of nonperformance or noncompliance on the part of the Vendor, Vendor will pay SFA for any excess costs which SFA may incur by obtaining meals from another source. SFA will notify Vendor of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, SFA may negotiate another contract. Vendor in default is liable for any difference in price between the original price and the new contract price.

X. Certifications

1. The Vendor shall comply with all applicable civil rights laws, as amended, which include but are not limited to: Title VI and Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; FNS Instruction 113-1, and Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
2. The Vendor shall comply with the Buy American provision for contracts that involve the purchase of food products with Federal funds, 7 CFR Part 250.23.
3. Where applicable, the SFA or Vendor shall take affirmative steps to ensure small and minority businesses are solicited whenever they are potential sources and to use the services and assistance of the Small Business Administration and Minority Business Enterprise of the Department of Commerce as required (7 CFR 226.22(f)).
4. All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 U.S.C. 74017619q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). If the contract exceeds \$150,000, Vendor certifies that it will comply with applicable standards, orders and

regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the USDA and the Regional Office of the Environmental Protection Agency.

5. The Vendor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the contract exceeds \$100,000, Vendor certifies that it will comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
6. The successful Vendor has signed and included the Certificate of Independent Price Determination to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.
7. The successful Vendor has signed and included the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.
8. If applicable, the successful Vendor has signed and included the Certification Regarding Disclosure of Lobbying Activities, which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.

Y. Miscellaneous

1. Except as otherwise expressly stated, this contract shall be construed as arising under the laws of the State of Minnesota. Any action or proceeding arising out of this contract shall be heard in the appropriate courts within the State of Minnesota.
2. The Vendor shall comply with the provisions of the bid specifications, which are hereby **in all respects made a part of this contract**.
3. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and notification to MDE prior to implementation.
4. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
5. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
6. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
7. The SFA shall be responsible for ensuring the resolution of program review and audit findings.

Vended Meal Contract Agreement Page

This bidder certified that he/she shall operate in accordance with all applicable State and Federal laws and regulations. This solicitation/contract, attachments, and the IFB of the successful bidder, with addenda, if any, constitute the entire agreement between the SFA and the Vendor. The parties shall not execute any additional contractual documents pertaining to this IFB, except as permitted by applicable law.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods for nonpublic schools and two additional one-year periods for public schools.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

SFA Section

Signature of SFA Representative: _____

Signature of Witness for SFA: _____

Date of Signature: _____

Name of SFA (district, school, etc.): AIM Academy of Science & Technology

CLiCS Sponsor ID Number: To Be Assigned

Name and Title of SFA Representative: Abdirashid Abdi, Executive Director

Vendor Section

Email and Phone of SFA Representative: admin@aimacademymn.org, 612-383-5011

Signature of Vendor Representative: _____

Signature of Witness for Vendor: _____

Date of Signature: _____

Name of Vendor: _____

Name and Title of Vendor Representative: _____

Email and Phone of Vendor Representative: _____

Vendor Address: _____

Attachment 1: School Nutrition Program Breakfast, Lunch and Afterschool Snack Meal Patterns

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan. 2012
Breakfast and Lunch Meal Patterns—Amount of Food^a Per Week (Minimum Per Day)

Food	Breakfast Meal Pattern Grades K ^b -5	Breakfast Meal Pattern Grades 6-8 ^b	Breakfast Meal Pattern Grades 9-12 ^b	Lunch Meal Pattern Grades K-5	Lunch Meal Pattern Grades 6-8	Lunch Meal Pattern Grades 9-12
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables (cups) ^{c,d}	0	0	0	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1 ¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional veg to reach total ^h	0	0	0	1	1	1 ½

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is one-eighth cup.

^b In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

^c One-quarter cup of dried fruit counts as one-half cup of fruit; one cup of leafy greens counts as one-half of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

^d For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).

^e The fruit quantity requirement for the SBP (five cups/week and a minimum of one cup/day) is effective July 1, 2014 (SY 2014-2015).

^f Larger amounts of these vegetables may be served.

^g This category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^h Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

Food	Breakfast Meal Pattern Grades K ^b -5	Breakfast Meal Pattern Grades 6-8 ^b	Breakfast Meal Pattern Grades 9-12 ^b	Lunch Meal Pattern Grades K-5	Lunch Meal Pattern Grades 6-8	Lunch Meal Pattern Grades 9-12
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meat/Meat Alternatives (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)

Other Specifications: Daily Amount Based on the Average for a Five-Day Week

Dietary Information	Breakfast Meal Pattern Grades K-5 ^a	Breakfast Meal Pattern Grades 6-8 ^a	Breakfast Meal Pattern Grades 9-12 ^a	Lunch Meal Pattern Grades K-5	Lunch Meal Pattern Grades 6-8	Lunch Meal Pattern Grades 9-12
Min-max Calories (kcal) ^{m, n, o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (5 of total calories) ^{n, o}	<10	<10	<10	<10	<10	<10
Sodium (mg) ^{n, p}	<430	<470	<500	<640	<710	<740

Trans fat^{n, o}: Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.

ⁱ At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013) and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-2015).

^j In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

^k There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute one ounce equivalent of meat/meat alternate for one ounce equivalent of grains after the minimum daily grains requirement is met.

^l Fluid milk must be low-fat (one percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

^m The average daily amount of calories for a five-day school week must be within the range (at least the minimum and no more than the maximum values).

ⁿ Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than one percent milk fat are not allowed.

^o In the SBP, calories and trans fat specification take effect beginning July 1, 2013 (SY 2013-2014).

^p Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in §210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

After School Snack Meal Pattern

Food Components and Food Items	Grades K-12
Milk Fluid Milk	8 fl. Oz.
Vegetable or Fruit Juice, Fruit, and/or vegetable	¾ cup
Grains/Breads Bread or Cornbread or biscuit or roll or muffin or Cold dry cereal or Cooked cereal grains or Cooked pasta or noodles	1 slice 1 serving ¾ cup or 1 oz. ½ cup ½ cup
Meat/Meat Alternate Lean meat or poultry or fish or alternate protein products or cheese or Egg (large) or cooked dry beans or peas or Peanut or other nut or seed butters or nuts and/or seeds or yogurt	1 oz. 1 oz. 1 oz. ½ large egg ¼ cup 2 Tbsp. 1 oz. 4 oz. or ½ cup

Attachment 2: Bidder Certifications

Bidding Vendors should complete each of these forms. A copy of each certificate will be retained by the school for its file.

- Certificate of Independent Price Determination
- Suspension and Debarment Certification
- Disclosure of Lobbying Activities (If applicable)

Independent Price Determination Certificate

Both the School Food Authority (SFA) and the Vendor shall execute this Independent Price Determination Certificate.

	Aim Academy of Science & Technology
Name of Vendor	Name of School Food Authority

By submission of this offer, the Vendor certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offerer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Vendor and will not knowingly be disclosed by the Vendor 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 Vendor for the purpose of restricting competition.
3. No attempt has been made or will be made by the Vendor 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 Vendor certifies that:

1. He or she is the person in Vendor'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 Vendor's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Vendor, 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 SFA certifies that no representative of the school food authority has taken any action that may have jeopardized the independence of the offer referred above.

	Executive Director	
Signature of School Food Authority's Authorized Representative	Title	Date

Note: SFAs acceptance of an offer does not constitute award of the contract.

Instructions for Certification Regarding Debarment Form

- By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 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.
- 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.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 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.
- 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.
- 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) on the U.S. System for Award Management website.
- 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.
- 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.

(Please 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. There 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.

Company Name: _____

Project: National School Lunch Program

Name of Company's Authorized Representative: _____

Title of Company's Authorized Representative: _____

Signature: _____

Date: _____

Certification Regarding Lobbying

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name: _____

Project: National School Lunch Program

Name of Company's Authorized Representative: _____

Title of Company's Authorized Representative: _____

Signature: _____ Date: _____

Attachment 3: Site Data

Site Name: Aim Academy of Science & Technology

Site #: To Be Assigned of _____

Address: 2831 12th Street, Minneapolis MN 55407

Days/School Year: 173 Grades: 6-9 Enrollment K-5: _____ Enrollment 6-8: X Enrollment 9-12: _____

Meal Preparation (check one): **Unitized** **Bulk quantities accompanied by planned portion size instructions**

Meal Type	Meal Service Requested	Meal Service Times	Anticipated Average Daily Participation (#)	Number of Adult Meals	Offer vs. Serve
Breakfast Program	<input checked="" type="checkbox"/>	8:00 am	85		<input type="checkbox"/>
Lunch Program	<input checked="" type="checkbox"/>	11:30 am	85		<input type="checkbox"/>
Afterschool Snack	<input type="checkbox"/>				<input type="checkbox"/>
Special Milk	<input type="checkbox"/>				<input type="checkbox"/>
Minnesota Kindergarten Milk	<input type="checkbox"/>				<input type="checkbox"/>

Salad Bar or Fruit/Veggie Bar with Lunch

Condiments

Provide milk? Yes No

Second Entrée with Lunch

Food Transport Containers

Skim, plain

Cold Bag Lunch Option

Paper Goods

Skim, chocolate

Serving Utensils

Food Holding Containers

One percent, plain

Eating Utensils

Cycle Menu Selected for First 21 Days (Select one per meal type and attach specific menus)

Meal Type	Breakfast	Lunch
SFA Developed Cycle Menu	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ohio Menus that Move	<input type="checkbox"/>	<input type="checkbox"/>
Healthier Kansas Menus	<input type="checkbox"/>	<input type="checkbox"/>
Iowa Gold Star Menus	<input type="checkbox"/>	<input type="checkbox"/>
Wisconsin Cycle Menus	<input type="checkbox"/>	<input type="checkbox"/>

Snack Menus (use template provided)

Attachment 5: Bid Sheet-Vended School Meals Contract Form

Name of School Food Authority: Aim Academy of Science & Technology

Name of Vendor: _____

This document contains a bid solicitation for the furnishing of vended meals for school nutrition programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and school food authority. The bidder shall not plead misunderstanding or deception because of such estimates of quantities or of the character, location or other conditions pertaining to the bid solicitation/contract.

The price per meal must be quoted as if no USDA donated foods will be received.

This bid is offered by _____ (Vended Meal Company) based upon:

Meal Type	Number of Meals (SFA to complete)	Rate	Total
Breakfasts	13000		
Lunches	13500		
After School Snacks			
Special Milk			
Minnesota Kindergarten Milk			

All totals must be carried out to the second decimal place and must not be rounded. No additional fees, costs or expenses may be charged to the SFA above the fixed price cost.

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable program laws and regulations. This contract shall be in effect for one year and may be renewed by mutual agreement according to the terms specified in the contract.

Signature of Vended Meal Company Representative

Date