# School Nutrition Programs

# Renewal of Contract for Vended Meals

# School Year 2015-16

A contract for vended meals may be renewed for an additional term upon mutual agreement of the school food authority (SFA) and vendor if the original contract allowed renewals and specified an economic index for adjusting contract prices. This template for Renewal of Contract for Vended Meals must be used for renewal, without change to any provisions except for inserting required information.

## 1. Definitions

"SFA" refers to the school food authority that is contracting for the meals and will claim the meals for reimbursement through School Nutrition Programs.

SFA:_____

SFA's Sponsor Cyber-Linked Interactive Child Nutrition System (CLiCS) Identification Number:

_____

"Vendor" refers to the company, school or other organization providing meals to the SFA.

Vendor: _____

"Original contract" refers to the first-year contract for vended meals that started _____.

## 2. Renewal of Contract

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. This is the 2nd year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract:_____ End Date for Renewed Contract: _____

A public school SFA may renew a contract for up to two years in compliance with state law. An SFA that is not a public school may renew a contract for vended meals for up to four years in compliance with program regulations.

## 3. Contract Terms; Price Adjustments

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract. SFA will pay the fixed meal price specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices.

a. Financial Terms

SFA and Vendor mutually agree to the 2015-16 meal prices shown below:

| Meal Type | 2014-15 Price | % Increase * | 2015-16 Price |
|---|---|---|---|
| | $ | | $ |
| | $ | | $ |
| | $ | | $ |

* The maximum allowable increase to meal prices from 2014-15 to 2015-16 is 3.7 percent (based on the cost of Food Away from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2014.)

b. Non-Financial Terms

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here:

**4. USDA Foods**

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.

**5. Vendor Certification Statements (check the applicable box)**

Check one:

☐ The renewed contract is expected to be less than $25,000. No certification statements from Vendor are required to be attached.

☐ The renewed contract is expected to meet or exceed $25,000 but not to exceed $100,000. Vendor has completed and attached a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form.

☐ The renewed contract is expected to exceed $150,000. Vendor has completed and attached: (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form; (2) Certification Regarding Lobbying form; (3) If applicable, Disclosure of Lobbying Activities form.

**Signatures**

SFA Name: _____

Name of Authorized SFA Representative: _____

Title:_____

Signature of Authorized SFA Representative:_____

Date:_____

Vendor Name: _____

Name of Authorized Vendor Representative: _____

Title: _____

Signature of Authorized Vendor Representative: _____

Date: _____

# INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT FORM

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the certification form in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary-covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List data on the federal System for Award Management website (EPLS).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER-TIER COVERED TRANSACTIONS

**This certification must be signed by Vendor if the contract is for $25,000 or more.**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

Read instructions on previous page before completing certification.

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name:_____

Award Number or Project Name: National School Lunch Program

Name of Authorized Vendor Representative:_____

Title:_____

Signature:_____

Date:_____

## CERTIFICATION REGARDING LOBBYING

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

(1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Vendor Name:_____

Award Number or Project Name: National School Lunch Program

Name of Authorized Vendor Representative:_____

Title:_____

Signature:_____

Date:_____