|  |  |
| --- | --- |
|  | **Agreement to Furnish Food Service for**  **the Summer Food Service Program** |

THIS AGREEMENT is made and entered into between <(SFA)> and <(SFSP Sponsor)>.

WHEREAS the <(SFA)> agrees to supply unitized meals (inclusive/exclusive) of milk to <(SFSP Sponsor) > with and for the rates herein listed:

Breakfast <$ each> Lunch <$ each>

Snacks <$ each> Supper <$ each>

It is further agreed that <(SFA)>, pursuant to the provisions of the Summer Food Service Program (SFSP) regulations, attached copy of which is part of this agreement, will assure that said meals meet the minimum meal pattern requirements as to components and portion sizes, and will maintain full and accurate records that the <(SFSP Sponsor) > will need to meet its responsibility including menu records containing the amount of food prepared and daily number of meals delivered by type. This contract will be executed according to the attached schedules in regards to meal delivery locations and times, daily estimated number of meals by site and adherence to submitted menus.

These records must be reported to the <(SFSP Sponsor)> promptly at the end of the month. <(SFA)> agrees also to retain records required under the preceding clause for a period of 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of <(date)> and ending on <(date)>. This contract may be renewed indefinitely, by mutual agreement of Sponsor and Vendor. The contract may not automatically renew. Renewal of the contract is contingent upon the fulfillment of all contract provisions. The SFSP Renewal of Contract for Vended Meals form, available from RIDE, will be used to renew the contract. Prices will be adjusted from the previous year’s prices by a percentage not to exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI). The change in the index will be measured by the calendar year preceding the contract effective date. This agreement may be terminated by notice in writing given by either party to the other at least thirty (30) days prior to the date of termination.

It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

The parties hereby agree that they will comply with:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);

ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);

iii. Section 505 of the Rehabilitation Act of 1973 (29 U.S.C. 792);

iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

v. Title II and Title II of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);

vi. Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency.” (August 11, 2000);

vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7CFR Part 15 et seq.);

viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, 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 sponsor receives Federal financial assistance from USDA; and hereby give assurance that they will immediately take measures necessary to effectuate this Agreement.

x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

By accepting this assurance, the parties agree to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the parties named herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

SFA Official (sign) SFSP Sponsor Official (sign)

Name & Title (print) Date Name & Title (print) Date

<Attach schedules to include: SFSP delivery locations and times, estimated number of meals by site, proposed menu>

**Attachment A**

**SFSP Meal Pattern Requirements—Children (Ages 1 to 18)**

The meal pattern shall contain, as a minimum, each of the following components in the amounts indicated for the specific age group.

|  |  |  |  |
| --- | --- | --- | --- |
| FOOD COMPONENTS | BREAKFAST | LUNCH OR SUPPER | SNACK1 |
| **Milk** |  |  |  |
| Milk, fluid | 1 cup (8 fl. oz.)2 | 1 cup (8 fl. oz.)3 | 1 cup (8 fl. oz.)2 |
| **Vegetables and/or Fruits** |  |  |  |
| Vegetable(s) and/or fruits (s) | ½ cup |  | ¾ cup |
| or |  | ¾ cup total4 |  |
| Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice. | ½ cup (4 fl. oz.) |  | ¾ cup (6 fl. oz.) |
| **Grains and Breads5** |  |  |  |
| Bread | 1 slice | 1 slice | 1 slice |
| or |  |  |  |
| Cornbread, biscuits, rolls, muffins, etc. | 1 serving | 1 serving | 1 serving |
| or |  |  |  |
| Cold dry cereal | ¾ cup or 1 oz.6 | ¾ cup or 1 oz.6 | ¾ cup or 1 oz.6 |
| or |  |  |  |
| Cooked pasta or noodle product | ½ cup | ½ cup | ½ cup |
| or |  |  |  |
| Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads | ½ cup | ½ cup | ½ cup |
| **Meat and Meat Alternates** | (Optional) |  |  |
| Lean meat or poultry or fish | 1 oz. | 2 oz. | 1 oz. |
| or |  |  |  |
| Cheese | 1 oz. | 2 oz. | 1 oz. |
| or |  |  |  |
| Eggs | ½ large egg | 1 large egg | ½ large egg |
| or |  |  |  |
| Alternate Protein Product7 | 1 oz. | 2 oz. | 1 oz. |
| or |  |  |  |
| Cooked dry beans or peas | ¼ cup | ½ cup | ¼ cup |
| or |  |  |  |
| Peanut butter or soynut butter or other nut or seed butters | 2 tbsp. | 4 tbsp. | 2 tbsp. |
| or |  |  |  |
| Peanuts or soynuts or tree nuts or seeds | 1 oz. | 1 oz.=50%8 | 1 oz. |
| or |  |  |  |
| Yogurt, plain or sweetened and flavored | 4 oz. or ½ cup | 8 oz. or 1 cup | 4 oz. or ½ cup |
| or |  |  |  |
| An equivalent quantity of any combination of the above meat/meat alternates |  |  |  |

1. Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
2. Shall be served as a beverage, or on cereal, or use part of it for each purpose.
3. Shall be served as a beverage.
4. Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
5. All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.
6. Either volume (cup) or weight (ounce) whichever is less.
7. Must meet the requirements in Appendix A of the SFSP regulations.
8. No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry, or fish.

**Alternate Protein Products**

1. What are the criteria for alternate protein products used in the Summer Food Service Program?

1. An alternate protein product used in meals planned under the provisions in Sec. 225.16 must meet all of the criteria in this section.

2. An alternate protein product whether used alone or in combination with meat or meat alternate must meet the following criteria:

a. The alternate protein product must be processed so that some portion of the non-protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.

b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).

c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. (“When hydrated or formulated” refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors or any other substances which have been added).

d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A. 2. a through c of this appendix.

e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.

f. For an alternate protein product mix, manufacturers should provide information on:

(1) The amount by weight of dry alternate protein product in the package;

(2) Hydration instructions; and

(3) Instructions on how to combine the mix with meat or other meat alternates.

1. How are alternate protein products used in the Summer Food Service Program?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in Sec. 225.20.

2. The following terms and conditions apply:

a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.

b. Alternate protein products may be used in the dry form (nonhydrated) partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

1. How are commercially prepared products used in the Summer Food Service Program?

Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate products combined with alternate protein products or use a commercially prepared product that contains only alternate protein products.

**Attachment B**

**(insert cycle menus)**

**attachment c – Site Information LisT**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sponsor Name | | | Address | | | | Contact Person/Phone # | | |
| Site Name & Address | Begin  Date  (1) | End  Date  (2) | Total  Days  Op.  (3) | Meal Type  (4) | Average  Meals/  Days  (5) | Total  Meals  (6) | Delivery Time  For Each  Meal Type  (7) | Refrigerate  All Meals  YES NO | |
|  |  |  |  | Breakfast |  |  |  |  |  |
|  |  |  |  | AM Supplement |  |  |  |  |  |
|  |  |  |  | Lunch |  |  |  |  |  |
|  |  |  |  | PM Supplement |  |  |  |  |  |
|  |  |  |  | Supper |  |  |  |  |  |
|  |  |  |  | Breakfast |  |  |  |  |  |
|  |  |  |  | AM Supplement |  |  |  |  |  |
|  |  |  |  | Lunch |  |  |  |  |  |
|  |  |  |  | PM Supplement |  |  |  |  |  |
|  |  |  |  | Supper |  |  |  |  |  |
|  |  |  |  | Breakfast |  |  |  |  |  |
|  |  |  |  | AM Supplement |  |  |  |  |  |
|  |  |  |  | Lunch |  |  |  |  |  |
|  |  |  |  | PM Supplement |  |  |  |  |  |
|  |  |  |  | Supper |  |  |  |  |  |
|  |  |  |  | Breakfast |  |  |  |  |  |
|  |  |  |  | AM Supplement |  |  |  |  |  |
|  |  |  |  | Lunch |  |  |  |  |  |
|  |  |  |  | PM Supplement |  |  |  |  |  |
|  |  |  |  | Supper |  |  |  |  |  |
|  |  |  |  | Breakfast |  |  |  |  |  |
|  |  |  |  | AM Supplement |  |  |  |  |  |
|  |  |  |  | Lunch |  |  |  |  |  |
|  |  |  |  | PM Supplement |  |  |  |  |  |
|  |  |  |  | Supper |  |  |  |  |  |
|  |  | Grand  Totals | | Breakfast |  |  |  |  |  |
|  |  | AM Supplement |  |  |  |  |  |
|  |  | Lunch |  |  |  |  |  |
|  |  | PM Supplement |  |  |  |  |  |
|  |  | Supper |  |  |  |  |  |

**Attachment D**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Certification Regarding Debarment, Suspension, Ineligibility**

**and Voluntary Exclusion - Lower Tier Covered Transactions**

Sponsors are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212 by doing any one of the following:

* *Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;*
* *Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;*
* *Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed $25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;*
* *Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-­866-705-5711 or visit their website at* [*https://eupdate.dnb.com/requestoptions.asp*](https://eupdate.dnb.com/requestoptions.asp)*. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance...*

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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.

Organization Name PR/Award Number or Project Name

Name and Title(s) of Authorized Representative(s)

Signature(s) Date

**Instructions for Certification**

1. 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.
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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant 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, including suspension and /or debarment.

**Attachment E**

**Clean Air & Water Certificate**

Applicable if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act

(41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Sponsor and Vendor shall execute this Certificate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Vendor SFSP Sponsor**

**THE VENDOR AGREES AS FOLLOWS:**

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
3. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
4. To insert the substance of the provisions of this clause in any nonexempt subcontracts, including this paragraph.

**THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:**

1. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
2. The term "Water Act" means Federal Water Pollution Control Act, amended (33 U.S.C. 1251 et seq., as emended by Public Law 92-500).
3. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d).
4. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
5. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
6. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Vendor.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF VENDOR’S TITLE DATE

AUTHORIZED REPRESENTATIVE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF SPONSOR’S TITLE DATE

AUTHORIZED REPRESENTATIVE

**ATTACHMENT F**

**INDEPENDENT PRICE DETERMINATION CERTIFICATE**

Both the Food Service Management Company (Offerer) and the Sponsoring Organization shall execute this Independent Price Determination Certificate.

Name of Food Service Management Company Name of Sponsoring Organization

By submission of this offer, the Offerer 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 Offerer and will not knowingly be disclosed by the Offerer 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 Offerer for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offerer 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 Offerer certifies that:

1. He or she is the person in Offerer’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 Offerer’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 Offerer, 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 Food Service Management Company’s Title Date

Authorized Representative

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

Signature of Sponsoring Organization’s Title Date