

**STANDARD AGREEMENT TO PROVIDE FOOD SERVICE  
BETWEEN A SPONSOR AND A FOOD SERVICE VENDOR**

This agreement ("Agreement") is entered into on June 5, 2015 by and between Academy of Excellence 07-86-04-101 ("Sponsor") and South Mountain Deli Catering Corporation ("Vendor") for school breakfast and/or lunches. Total estimated contract amount: \$120,000.00

**BACKGROUND**

Whereas, it is not within the capability of the Sponsor to prepare specified meals under the **National School Lunch Program (NSLP); School Breakfast Program (SBP); After School Care Snack (ASCS)**.

Whereas, the facilities and capabilities of the Vendor are adequate to prepare and deliver specified meals to the Sponsor's facility(ies); and Whereas, the Vendor is willing to provide such services to the Sponsor on a Fixed-fee contract reimbursement basis.

Therefore, both parties agree as follows:

**AGREEMENT**

**1. Vendor Responsibilities**

- 1.1. Food Services: The Vendor agrees to prepare specified meals for delivery inclusive of milk or juice to the site specified in Paragraph 1.2 per the agreed upon menu planning option specified in Paragraph 1.6. The Sponsor has approved the menu, which is incorporated into this Agreement by this reference.
- 1.2. Service Site(s): For the purpose of this Agreement, the Vendor shall make and deliver meals that comply with the **NSLP/SBP/ASCS** and this Agreement to the food service site at the following location(s): 425 North 36th Street, Phoenix, AZ 85008
- 1.3. Delivery Requirements: The Vendor shall make deliveries of the meals within the hours and on the days designated below. The Vendor shall make deliveries only to the authorized Site(s) above on the following day(s) and time(s): Monday – Friday 7:00 am & 10:30 am.
- 1.4. Price: Vendor's price for each NSLP meal is \$2.70,  
For each SBP meal is \$1.70,  
For each ASCS meal is \$0.75  
And for each SFSP meal is based on the written estimate of meals needed that the Sponsor provides, except as provided in Paragraph 1.9. The Price shall be firm for the term of the contract.
- 1.5. Menu Preparation and Approval: Vendor shall provide the Sponsor, for approval, a proposed 21-days cycle menu for the operational period, at least **FIVE** business days prior to the beginning of the period to which the menu applies. Any changes to the menu made after Sponsor approval must be agreed upon by the Sponsor and documented on the menu records. Menu items may be adjusted in writing by the

mutual consent of both parties. However, the Vendor shall adjust the menus at the request of the Sponsor whenever the Sponsor determines certain items to be unacceptable. Such items can be determined to be unacceptable because of (1) a monotonous diet resulting from items served frequently or the similarity to other items; (2) the nutritional needs of the students; (3) susceptibility to spoilage; and (4) excessive waste resulting from unpopularity of items with students. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than one week after request except that in the case of spoilage adjustment shall be made in such a manner that the children in attendance on the day spoilage is discovered shall receive acceptable meals meeting meal requirements.

- 1.6. **Food Preparation:** Vendor shall assure that each meal provided to the Sponsor under this Agreement meets the minimum requirements for reimbursable meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The Vendor must follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR §210.10 for NSLP and §220.8 for SBP. The meal shall include the following components; fruits, vegetables, grains, meat/meat alternates, and milk. The Vendor shall meet grade level caloric, saturated fat, sodium and trans fat requirements. If the Sponsor participates in SFSP the Vendor shall meet the requirements of §225.
- 1.7. **Recordkeeping:** Vendor shall maintain full and accurate records/production worksheets that document: (1) the menus provided to the Sponsor during the term of this Agreement, (2) a listing of all components of each meal, and (3) an itemization of the quantities and portion sizes of each component used to prepare each meal. The Vendor agrees to provide lunch preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture ("USDA") Food Buying Guide when calculating and recording the quantity of food prepared for each meal. Vendor shall also maintain and make available:
  - 1.7.1. Recipes, Nutrition Facts labels, and any necessary Child Nutrition (CN) labels or product specification sheets related to the menus served;
  - 1.7.2. Such cost records as invoices, receipts or other documentation that exhibit the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal production records;
  - 1.7.3. On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the Sponsor. Meal count documentation must include the number of meals requested by the Sponsor in writing.
- 1.8. **Estimates:** Vendor shall allow the Sponsor to increase or decrease the number of meal orders, as needed, when the request is made within **FOUR** hours of the scheduled delivery time.
- 1.9. **Invoicing:** Vendor shall present to the Sponsor an invoice accompanied per the following Three Options: Pay Monday for the previous week's meals; pay every other Monday with a two week deposit or pay monthly with a monthly deposit

(deposits due prior to start up and returned as credits on your invoices). The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the Sponsor for any excess costs the Sponsor incurs by obtaining meals from another source.

- 1.10. **Certifications:** Vendor shall provide the Sponsor with a copy of current health certifications for the food service facility in which it prepares meals for **NSLP/SBP/ASCS**. The Vendor also agrees to notify the Sponsor of the results of any health inspection that is made during the duration of this Agreement. The Vendor shall maintain proper sanitation practices and health standards in conformance with all applicable State and local laws and regulations. The Vendor shall assure that wholesome ingredients are used and that all food is properly stored, prepared, packaged, and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated.
- 1.11. **Record Retention:** Vendor shall retain all records related to this Agreement in its possession for five (5) years after the expiration of the Agreement. Upon request make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the Sponsor, representatives of the Arizona Department of Education (ADE), USDA, the US General Accounting Office, and the USDA Office of Inspector General (“OIG”) for audits or administrative reviews at a reasonable time and place.
- 1.12. **Subcontracting:** Vendor shall not subcontract any portion of this Agreement.
- 1.13. **Commodities:**  
Vendor agrees to accept commodities from the Sponsor. These commodities will only be used in the preparation of meals provided for the **NSLP/SBP/ASCS**. The Vendor can only obtain the commodities at the Sponsor site.
- 1.13.1 The Vendor must credit monthly for the value of all donated foods received for use in the school year (including both entitlement and bonus food), and including the market value of donated foods contained in processed end products. Credit issued by the Vendor to the Sponsor for USDA donated commodity foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled.
- 1.13.2 The Vendor must ensure that it has a perpetual inventory record maintained and submitted to the Sponsor on a monthly basis. Failure of the Vendor to maintain a perpetual inventory shall be considered as evidence of improper distribution or loss of USDA-donated food.
- 1.13.3 The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods. The Vendor shall credit

the Sponsor for the value of all USDA-donated foods received for the use in Sponsor's meal service in the school year, including both entitlement and bonus foods, and including the value of donated foods contained in processed end products.

- 1.14 **Offer Free and Reduced Meals:** Vendor will not offer a la carte food service unless free, reduced price and full price reimbursable meals are offered to all eligible children.
- 1.15 **Buy American:** Vendor will Buy American domestic commodities and products for school meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States.
- 1.16 **Energy Policy and Conservation Act:** Vendor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871.3016.36)(i)(13)
- 1.17 **HACCP:** Vendor will provide the Sponsor, upon request, evidence of daily worksheets that detail Hazard Analysis and Critical Control Point (HACCP) compliance from receipt to delivery of the finished product.
- 1.18 **"Permit To Operate" Health Certification:** Vendor shall have State or local "Permit to Operate" health certification for any facility outside the school in which it prepares meals. The Vendor shall maintain the "Permit To Operate" health certification for the duration of the contract.
- 1.19 **Food Safety Inspections:** Vendor must have two (2) Food Safety Inspections completed every school year at the facility in which it prepares meals. The Vendor must provide Food Safety Inspection reports to the Sponsor when requested.
- 1.20 **Meal Delivery:** The Vendor meal delivery vehicle must be adequately constructed so as to protect the food, foodservice equipment, and utensils from contamination at all times during transportation. The delivery vehicle interior surfaces must be clean at all times during transportation of meals.
  - 1.20.1 During the transportation of meals, hot foods that are potentially hazardous must be kept at a minimum temperature of 135 degrees F at all times.
  - 1.20.2 During the transportation of meals, cold foods that are potentially hazardous must be kept at or below 41 degrees F at all times and be transported in containers capable of maintaining temperatures at or below 41 degrees F.
  - 1.20.3 Vendor must monitor and document temperatures of menu items prior to transport, upon arrival, and at the time of serving. A temperature log for each

menu item served must be completed daily and maintained. The Vendor temperature log must be made available to the Sponsor once requested.

## 2. Sponsor Responsibilities

- 2.1. Retain Control of Food Service Program: Sponsor will retain control of the quality, extent, and general nature of the food service, including counting and claiming meals, and ordering and accounting for USDA commodities.
- 2.2. Food Service Operation Conformance: Sponsor will ensure that the food service operation is in conformance with the School's Agreement with the ADE to participate in Child Nutrition Programs.
- 2.3. Financial Responsibility: Sponsor will retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation.
- 2.4. Signature Authority: Sponsor will retain signature authority on the Child Nutrition Programs agreement. Retain signature authority for the annual Child Nutrition Programs application and by electronically submitting required information to the ADE.
- 2.5. Price Control: Sponsor will retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
- 2.6. Household Application: Sponsor will review, approve or deny, and verify applications for free and reduced-price school meals in accordance with 7 CFR 245. Provide hearings related to eligibility determinations in accordance with 7 CFR 245.7. Provide hearings related to adverse actions resulting from verification in accordance with 7 CFR 245.6a(e).
- 2.7. Contract Document: Sponsor will prepare all Vendor contract documents.
- 2.8. Program Monitoring: Sponsor will monitor all meals to ensure the food service is in conformance with program regulations.
- 2.9. Unacceptable Meal: Sponsor shall be responsible for informing the Vendor of its reasons for determining that a meal is unacceptable in writing within forty-eight (48) hours of when the meal is delivered to the site.
- 2.10. Meal Estimates: Sponsor shall provide in writing, no later than **July 27, 2015 12:00 PM** before the first day of operation, a reasonably accurate estimate of the number of meals to be delivered to Sponsor each day. The Sponsor shall notify the Vendor in writing of necessary increases or decreases in the number of meal orders within **FOUR** hours of the scheduled delivery time. Errors in meal order counts made by the Sponsor shall be the sole responsibility of the Sponsor.

- 2.11. **Sponsor Representative Duties:** Sponsor shall ensure that a Sponsor representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivery. The Sponsor assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the **NSLP/SBP/ASCS** and with local health and safety codes.
- 2.12. **Cleaning:** Sponsor shall be responsible for cleaning the eating areas daily.
- 2.13. **Approval of Menus:** Sponsor shall notify the Vendor in writing within **TWO** days of receipt of the next month's proposed cycle menu, of any changes, additions or deletions.
- 2.14. **NSLP Compliance:** Sponsor shall assure that the Vendor has a copy of 7 CFR Part 210.10, the Meal Planning Option that is to be followed; and the USDA Team Nutrition Menu Planner and Food Buying Guide; the Arizona Nutrition Standards pursuant to Arizona Revised Statute 15-242 effective July 1, 2006; and all other technical assistance materials pertaining to the food service requirements of the **NSLP/SBP/ASCS**. The Sponsor will, within 24 hours of receipt from the ADE/Health & Nutrition, advise the Vendor of any changes in the food service requirements.
- 2.15. **Payment:** Sponsor shall pay the Vendor by any of Three Options: Pay Monday for the previous week's meals; pay every other Monday with a two week deposit or pay monthly with a monthly deposit (deposits due prior to start up and returned as credits on your invoices). The Sponsor shall notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. The Sponsor shall pay the Vendor for all meals delivered in accordance with the agreement. Neither ADE nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Vendor and the number of meals served by the Sponsor that are eligible for reimbursement. In addition, neither ADE nor USDA will be responsible for resolving issues of partial or non-payment per the terms of this agreement.

### 3. General Terms

- 3.1. **Employment:** Vendor shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages, hours, conditions of employment, and nondiscrimination in employment, 7 CFR Section 3016.36 (i)(3). USDA is an Equal Opportunity Provider and Employer.
- 3.2. **Payroll Taxes and Costs:** Vendor shall pay its employees directly and shall withhold and pay all applicable federal and state employment taxes and payroll insurance with respect to its employees, including an applicable income, social security, Medicare and employment taxes, and workers compensation costs.
- 3.3. **Indemnity:**

- 3.3.1. Vendor shall indemnify, defend and hold the Sponsor harmless against any loss of damage (including attorney's fees and costs of litigation) caused by the Vendor's negligent act or omission, theft by the Vendor's employees, or the negligent or intentional acts or omissions of the Vendor's agents or employees. The Vendor shall defend any suit against the Sponsor alleging personal injury or property damage arising out of the transportation of meals or other items to the Site(s) or out of the acts of the Vendor's employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Vendor to the Food Service Site(s), and shall be liable for any damages agreed to by the parties or awarded as a result of such litigation.
- 3.3.2. Sponsor shall promptly notify the Vendor in writing of any claims against the Vendor or the Sponsor and, in the event a suit is filed, shall promptly forward to the Vendor all papers in connection therewith. The Vendor shall not incur any expense or make any settlement without the Sponsor's consent. However, if the Vendor refuses or neglects to defend any such suit, the Sponsor may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Vendor.

3.4. Agreement Modification, Nonperformance or Default:

- 3.4.1. This Agreement constitutes the entire understanding between the Vendor and the Sponsor with respect to the subject matter hereof and there is no other written or oral understandings or agreements with respect hereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Sponsor and the Vendor. No assignment or transfer of this Agreement may be made, in whole or in part, without the prior written consent of the Sponsor.
- 3.4.2. The Sponsor may, upon written notice of default to the Vendor, terminate the whole or any part of this Agreement in any one of the following circumstances:
  - 3.4.2.1. If the Vendor fails to make delivery of meals, other agreed upon items (i.e. Eating utensils, supplies, storage equipment), or to perform the services within the time specified herein.
  - 3.4.2.2. If the Vendor fails to perform any of the other provisions of this Agreement in accordance with its terms and does not correct such failure within 48 hours after requested to do so.

3.5. Duration and Termination:

- 3.5.1. This Agreement shall become effective June 5, 2015 after both parties sign it and ADE approves it. The Vendor shall provide meals during the period starting

on the Effective Date and ending on **June 30, 2016**. However, either party may, at any time during the life of this Agreement, terminate this Agreement by giving thirty (30) days notice in writing to the other party of its intention to do so. The Sponsor may terminate this Agreement upon written notice if Vendor fails to fully comply with the terms and conditions. All notices to the Sponsor shall be addressed to the Sponsor at the address listed on the signature page, and all notices to the Vendor shall be addressed to the Vendor at the address listed on the signature page.

- 3.6. **Audit:** Sponsor shall have the right, at its expense, to inspect the books and records of Vendor to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at Vendor's place of business.
- 3.7. **Applicable Law:** The law of the State of Arizona shall govern this Agreement.
- 3.8. **Cancellation:** The Sponsor may cancel this Agreement under Arizona Revised Statutes §38-511(Cancellation for conflict of interest - [www.azleg.state.az.us/ars/38/00511.htm](http://www.azleg.state.az.us/ars/38/00511.htm)) for a violation of that statute. This notice complies with the requirements of that statute.
- 3.9. **Termination without Cause:** Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other of such party's intention to terminate this Agreement.
- 3.10. **Unavailability of Funds:** The Sponsor may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. The Sponsor shall give the Vendor prompt written notice after it knows that funding will not be available.
- 3.11. **Non-Discrimination:** Vendor shall not discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, marital or family status, national origin, veteran's status, sexual preference, or religion. Vendor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.
- 3.12. **Workers Compensation:** Vendor shall maintain a system of coverage for workers compensation in conformance with applicable state law covering all of its employees who may be employed in connection with food service provided to the Sponsor.
- 3.13. **Insurance:** During the term of this Agreement, the Vendor shall maintain insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A: VIII or better. The Vendor shall also name the Sponsor as additionally insured under the liability policy for the duration of the contract. And upon request, the Vendor will provide the Sponsor with a certificate evidencing such insurance coverage.

3.13.1. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement; and

3.13.2. Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Vendor's owned, hired, and non-owned vehicles.

3.14 **Assignment:** This Agreement may not be assigned by either party without the prior written consent of the other party.

3.15 **Construction and Effect:** A waiver of any failure under this Agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This Agreement supersedes all prior negotiations, representations, or Agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this Agreement by the respective references to them. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

3.16 **Amendments to the Agreement:** The parties cannot alter any provision in this Agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this Agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the Agreement. The parties must mutually agree, in a written document signed by both parties and attached to this Agreement, amend, add, or delete an Article or Appendix. Any amendment to this Agreement shall become effective at the time specified in the amendment.

#### 4.0 Vendor Certification Statements

4.1 **Certificate of Independent Price Determination:** Vendor admits that all 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 Vendor or with any competitor certification regarding non-collusion.

4.2 **Contract Work Hours and Safety Standard Act:** The Vendor is required to follow the Contract Work Hours and Safety Standard Act. It requires the Vendor to pay employees overtime (one and one-half times their basic rate of pay) for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions.

4.3 **Debarment, Suspension, Ineligibly and Voluntary Exclusion:** The Vendor must sign and submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion from participating in Federal contracts/grants/awards.

- 4.4 **Certification Regarding Lobbying:** The Vendor must sign and submit a certification regarding lobbying. The Vendor states that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions.
- 4.5 **Clean Air Act:** The Vendor shall follow all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act which the United States Congress passed rules to curb pollution. Contractor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).
- 4.6 **Conflict of Interest:** Vendor's signature on this Agreement indicates there is no conflict of interest associated with the award of this Agreement. No one employed by the Sponsor is related to or has any other personal or professional relationship with the Vendor and/or his/her family.

For the Sponsor:

Dr. Eula S. Dean  
Name of Representative

Director / Board Chair  
Title of Representative

Dr. Eula S. Dean  
Signature

Academy of Excellence

Mailing Address, Street/PO Box

425 W. 36<sup>th</sup> St. Phx. AZ 85008

Mailing Address, City, State, Zip Code

602-389-4271

Telephone

e.dean@aoephx.com

E-Mail Address

6/5/2015

Date

For the Vendor:

Anita D. Colter  
Name of Representative

President/Owner  
Title of Representative

Anita D. Colter  
Signature

5817 S. 16<sup>th</sup> Street, #1/2

Mailing Address, Street/PO Box

Phoenix, AZ 85040

Mailing Address, City, State, Zip Code

602 463 8819

Telephone

anita@southmountaindeli.com

E-Mail Address

6/5/2015

Date

**Nutrition Standards in the National School Lunch and School Breakfast Programs**  
(Effective July 1, 2012)

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 <i>a</i>	Grades 6-8 <i>a</i>	Grades 9-12 <i>a</i>	Grades K-5	Grades 6-8	Grades 9-12
<b>Meal Pattern</b>	<b>Amount of Food <i>b</i> Per Week (Minimum Per Day)</b>					
Fruits (cups) <i>c,d</i>	5 (1 daily) <i>e</i>	5 (1 daily) <i>e</i>	5 (1 daily) <i>e</i>	2 ½ (½ daily)	2 ½ (½ daily)	5 (1 daily)
Vegetables				3 ¾ (¾ daily)	3 ¾ (¾ daily)	5 (1 daily)
Dark Green <i>f</i>	0	0	0	½	½	½
Red/Orange <i>f</i>	0	0	0	¾	¾	1 ¼
Beans/Peas (Legumes) <i>f</i>	0	0	0	½	½	½
Starchy <i>f</i>	0	0	0	½	½	½
Other <i>f,g</i>	0	0	0	½	½	¾
Additional Veg to Reach Total <i>h</i>	0	0	0	1	1	1½
Grains (oz eq) <i>i</i>	7-10 (1 daily) <i>j</i>	8-10 (1 daily) <i>j</i>	9-10 (1 daily) <i>j</i>	8-9 (1 daily)	8-10 (1 daily)	10-12 (2 daily)
Meats/Meat Alternates (oz eq)	0 <i>k</i>	0 <i>k</i>	0 <i>k</i>	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <i>l</i>	5 (1 daily)	5 (1 daily)	5 (1 daily)	5 (1 daily)	5 (1 daily)	5 (1 daily)
<b>Other Specifications: Daily Amount Based On The Average 5-Day Week</b>						
Min – max calories (kcal) <i>m,n,o</i>	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) <i>n,o</i>	Less than 10%	Less than 10%	Less than 10%	Less than 10%	Less than 10%	Less than 10%
Sodium (mg) <i>n,p</i>	Less than or equal to 430	Less than or equal to 470	Less than or equal to 500	Less than or equal to 640	Less than or equal to 710	Less than or equal to 740
<u>Trans</u> fat <i>n,o</i>	Nutrition label or manufacturer specifications must indicated zero grams of <u>trans</u> fat per serving					

*a.* 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).

*b.* Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ½ cup.

- c.* One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 (5 cups/week and a minimum of 1 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.
- 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 2014-15).
- 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 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
- l.* Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).
- m.* The average daily amount of calories for a 5-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 1 percent milk fat are not allowed.
- o.* In the SBP, calories and trans fat specifications 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.

## 21 Day Sample Breakfast Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Rice Crispy Cereal Cheese Toast Fresh Banana Apple Juice  Milk – 1% Low fat	Blueberry Muffin Applesauce w/ Cinnamon Raisins Grape Juice  Milk – 1% Low fat	Cheerios Whole Wheat Toast w/ Peanut Butter Fresh Grapes Orange Juice  Milk – 1% Low fat	Pancakes w/ Syrup Sausage Links Apple Juice  Milk – 1% Low fat	Cinnamon-Raisin Biscuit Orange Smiles Grape Juice Jelly  Milk – 1% Low fat
Jumbo Waffle (2) w/Syrup Fresh Banana Grape Juice  Milk – 1% Low fat	Frosted Mini Wheat Cereal Cheese Toast Pineapple Chunks Orange Juice  Milk – 1% Low fat	Oatmeal w/ Cinnamon Whole Wheat Toast & Jelly Raisins Grape Juice  Milk – 1% Low fat	Breakfast Burrito w/ Salsa Fresh Grapes Apple Juice  Milk – 1% Low fat	Cheerios Whole Wheat Toast w/ Peanut Butter  Fresh Banana Orange Juice Milk – 1% Low fat
Honey Nut Cheerios Muffin Squares Orange Smiles Apple Juice  Milk – 1% Low fat	Baked French Toast Strips w/ Syrup Peaches Grape Juice  Milk – 1% Low fat	Bagel w/ Melted Cheese Fresh Grapes Orange Juice  Milk – 1% Low fat	Yogurt w/ Granola Fresh Apple Slices Grape Juice  Milk – 1% Low fat	Ham & Egg Breakfast Burrito w/ Salsa Hash Browns Orange Smiles Apple Juice Milk – 1% Low fat
Sausage & Biscuit Orange Smiles Apple Juice  Milk – 1% Low fat	Cornflakes Cereal Whole Wheat Toast & Jelly Banana Grape Juice Milk – 1% Low fat	Jumbo Waffle (2) w/Syrup Pineapple Chunks Orange Juice  Milk – 1% Low fat	Pancakes (2) w/Syrup Fresh Apple Slices Grape Juice  Milk – 1% Low fat	Golden Grahams Cereal Whole Wheat Toast & Jelly Canned Peaches Apple Juice Milk – 1% Low fat
Rice Crispy Cereal Cheese Toast Grapes Orange Juice Milk – 1% Low fat				

## Sample Lunch Menu

Monday	Tuesday	Wednesday	Thursday	Friday
<p>Submarine Sandwich (1 oz turkey, .5 oz low fat cheese) on Whole Wheat Roll Refried Beans (½ cup) Jicama (1/4 cup) Green Pepper Strips (1/4 cup) Cantaloupe wedges, raw (½ cup) Skim Milk (8 oz) Mustard (9 grams) Reduced fat mayonnaise (1 oz) Low Fat Ranch Dip (1oz)</p>	<p>Whole Wheat Spaghetti with Meat Sauce (½ cup) and Whole Wheat Roll Green Beans, cooked (½ cup) Broccoli (½ cup) Cauliflower (½ cup) Kiwi Halves, raw (½ cup) Low-fat (1%) Milk (8 oz) Low Fat Ranch Dip (1 oz) Soft Margarine (5 g)</p>	<p>Chef Salad (1 cup romaine, .5 oz low-fat mozzarella, 1.5 oz. grilled chicken) with Whole Wheat Soft Pretzel (2.5 oz) Corn, cooked (½ cup) Baby Carrots, raw (1/4 cup) Banana Skim Chocolate Milk (8 oz.) Low Fat Ranch Dressing (1.5 oz) Low Fat Italian Dressing (1.5 oz)</p>	<p>Oven-Baked Fish nuggets (2 oz) with Whole Wheat Roll Mashed Potatoes (½ cup) Steamed Broccoli (½ cup) Peaches (canned, packed in juice – ½ cup) Skim Milk (8 oz) Tartar Sauce (1.5 oz) Soft Margarine (5 g)</p>	<p>Whole Wheat Cheese Pizza (1 slice) Baked Sweet Potato Fries (½ cup) Grape tomatoes, raw (1/4 cup) Applesauce (½ cup) Low-fat (1%) Milk (8 oz) Low Fat Ranch Dip (1 oz)</p>

## Contents of Snacks for After School Care Programs

Snacks served under this provision must meet the following meal pattern requirements for snacks.

Snack (supplement) for children	Ages 1 and 2	Ages 3 through 5	Ages 6 through 18
<b>Snack: (select 2 of these 4 components)</b> 1. Milk, fluid 2. Vegetable, fruit, or 100% full-strength juice*** 3. Grains/Breads (whole grain or enriched): Bread or cornbread, rolls, muffins, or biscuits or cold dry cereal (volume or weight, whichever is less) or cooked cereal, pasta, noodle products, or cereal grains 4. Meat or meat alternates: Lean meat, fish or poultry (edible portion as served) or cheese* or egg or yogurt or cooked dry beans or peas** or peanut butter, soy nut butter or other nut or seed butters or peanuts, soy nuts, tree nuts or seeds  or an equivalent quantity of any combination of the above meat/meat alternates	    $\frac{1}{2}$ cup $\frac{1}{2}$ cup  $\frac{1}{2}$ slice $\frac{1}{2}$ serving $\frac{1}{4}$ cup or $\frac{1}{3}$ oz  $\frac{1}{4}$ cup  $\frac{1}{2}$ oz $\frac{1}{2}$ oz $\frac{1}{2}$ egg or $\frac{1}{4}$ c $\frac{1}{8}$ cup 1 Tbsp  $\frac{1}{2}$ oz	    $\frac{1}{2}$ cup $\frac{1}{2}$ cup  $\frac{1}{2}$ slice $\frac{1}{2}$ serving $\frac{1}{3}$ cup or $\frac{1}{2}$ oz  $\frac{1}{4}$ cup  $\frac{1}{2}$ oz $\frac{1}{2}$ oz $\frac{1}{2}$ egg or $\frac{1}{4}$ c $\frac{1}{8}$ cup 1 Tbsp  $\frac{1}{2}$ oz	    1 cup $\frac{3}{4}$ cup  1 slice 1 serving $\frac{3}{4}$ cup or 1 oz $\frac{1}{2}$ cup  1 oz 1 oz 1 egg or $\frac{1}{2}$ c $\frac{1}{4}$ cup 2 Tbsps  1 oz

\*Natural or Processed only.

\*\* In the same meal service, dried beans or dried peas may be used as a meat alternate or as a vegetable; however, such use does not satisfy the requirement for both components.

\*\*\* Juice may not be served when milk is served as the other component.

We recommend that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.

## CERTIFICATION REGARDING LOBBYING

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.
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South Mountain Deli Catering Corporation./5817 S. 16<sup>th</sup> Street, #1/2, Phoenix, AZ 85040

Name/Address of Organization

Anita D. Colter/Owner

Name/Title of submitting Official

Anita D Colter

6/5/15

Signature

Date

## **DISCLOSURE OF LOBBYING ACTIVITIES INSTRUCTIONS FOR COMPLETION OF SF-LLL**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



**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 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.
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.

# U.S. DEPARTMENT OF AGRICULTURE

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## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (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.

South Mountain Deli Catering Corporation

Organization Name

PR/Award Number Project Name

Anita D. Colter/Owner

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

Anita D. Colter

Signature(s)

6/5/15

Date

## Certificate of Independent Price Determination

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

South Mountain Deli Catering Corporation

\_\_\_\_\_  
Name of Caterer

\_\_\_\_\_  
Name of School Food Authority

(A) By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this Offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and
- (3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

(B) Each person signing this Offer on behalf of the Caterer certifies that:

- (1) He or she is the person in the Offerors 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 the Offeror's organization responsible 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 so 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 Caterer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted 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:

Autn DGH  
Signature of Caterer Company's Authorized Representative

Owner  
Title

6/5/15  
Date

In accepting this Offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the Offer referred to above.

Eula Saxon Dean  
Signature of School Food Authority Authorized Representative

Director / Board Chair  
Title

6/5/15  
Date