



Amendment to Renew Vended Meals Agreement Template For the National School Lunch and/or Breakfast Program(s)

PI-6302-Amendment (Rev. 05-2021)

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|---|-------------------------|
| Renewal Year <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 | SFA 6-Digit Agency Code |
|---|-------------------------|

THIS AMENDMENT TO RENEW VENDED MEALS AGREEMENT TEMPLATE (“Renewal”) is entered into on _____ (Date), for the purpose of renewing the Vended Meals Agreement Template (“Agreement”) dated _____ (Original Agreement date) between _____, School Food Authority (SFA) and _____ herein referred to as the “Parties”.

1. The Parties agree to extend the Agreement for additional one year, which will begin immediately upon the expiration of the original time period.
2. This Renewal will end on the _____ day of _____.
3. The fixed price per meal listed below is agreed upon by both Parties as if no USDA Foods are used:

| | Base SY Rate | Renewal SY Rate | Percentage Change |
|---|--------------|-----------------|-------------------|
| Breakfast | | | |
| Price Per Meal <input type="checkbox"/> Includes Milk <input type="checkbox"/> Will Not Include Milk | | | % |
| Lunch | | | |
| Price Per Meal <input type="checkbox"/> Includes Milk <input type="checkbox"/> Will Not Include Milk | | | % |
| Afterschool Snack | | | |
| Price Per Meal <input type="checkbox"/> Includes Milk <input type="checkbox"/> Will Not Include Milk | | | % |
| Carton of Milk | | | |
| Price Per Carton | | | % |

4. **USDA Foods:** In accordance with the 7 CFR 250.51(a), if USDA Foods were received on behalf of SFA and used to prepare meals purchased by SFA under the provisions stated in the Vended Meals Agreement, the Vendor must credit the SFA for the value of all USDA Foods the Vendor received for the school year or fiscal year, including all USDA all applicable handling charges or fees. This will including both entitlement and bonus foods, and the value of USDA Foods contained in any finished processed end-products containing bulk USDA Foods. Furthermore, the Vendor shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR Part 250. In support of terms outlined in the USDA Foods section of the Agreement, Parties shall provide the following:

- a) **Verification – Receipt of USDA Foods:** SFA shall attach a copy of the SFA’s *Year-end Reconciliation* verifying correct and proper credit has been received for the full value of all USDA Foods received by the Vendor during the fiscal year. The SFA reserves the right to conduct USDA donated food credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.
- b) **Verification – Usage of USDA Foods:** Renewals of the Agreement is contingent upon adequate usage of USDA Foods.

| | |
|--|-------------------------------|
| School Year | USDA Foods Entitlement Amount |
| Amount of USDA Foods credited to the SFA by the Vendor | |
| USDA Foods Entitlement Utilization Percentage | % |

5. This Renewal binds and benefits both Parties. This document will be attached and made part of the Agreement.
6. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

7. **Entire Agreement.** Except as expressly modified by this Renewal, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the Parties. This Renewal and the Agreement (including any written addendums and/or amendments thereto), collectively, are the complete Agreement of the Parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.
8. **Advice of Counsel.** Each party acknowledges that, in executing this renewal, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this renewal. Wisconsin Department of Public Instruction (DPI) is not a party to any contractual relationship between a SFA and a Vendor. DPI is not obligated, liable, or responsible for any action or inaction taken by a SFA or Vendor based on this renewal or any other contract between SFA and Vendor. DPI's review of the renewal is limited to assuring compliance with federal and state procurement requirements. The DPI does not review or judge the fairness, advisability, efficiency, or fiscal implications of this renewal.

| AUTHORIZED REPRESENTATIVE SIGNATURES | |
|---|---|
| SCHOOL FOOD AUTHORITY Signature of Authorized Representative  | VENDOR Signature of Vendor's Authorized Representative  |
| Printed Name of Authorized Representative | Printed Name of Vendor's Authorized Representative |
| Title | Title |
| Date Signed <i>mm/dd/yyyy</i> | Date Signed <i>mm/dd/yyyy</i> |

CERTIFICATION COVERING SUSPENSION AND DEBARMENT

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §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 USDA agency with which this transaction originated.

Before completing certification, read instructions above.

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

| | | |
|--|-------------------------------|---------------------------------|
| Name of Organization | | PR/Award Number or Project Name |
| Printed Name of Vendor's Authorized Representative | | |
| Title of Vendor's Authorized Representative | | |
| Signature of Vendor's Authorized Representative ➤ | Date Signed <i>mm/dd/yyyy</i> | |

**INSTRUCTIONS FOR SUSPENSION
DEBARMENT CERTIFICATION**

1. 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. 2 C.F.R. §180.360.
2. 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. 2 C.F.R. §180.265
3. The prospective lower tier participant agrees by submitting this proposal 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. 2 C.F.R. §180.305
4. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 2 C.F.R. §180.300.
5. A participant in a covered transaction is responsible for determining whether a prospective participant in a lower tier covered transaction is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction. 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 (202-786-0688). 2 C.F.R. §180.320.

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. These definitions can be found in Subparts B and I of §180. 2 C.F.R. §180.110.