



Amendment to Renew Vended Meals Agreement Template

For the National School Lunch and/or Breakfast Program(s)

PI-6302B-Amendment (Rev. 02-22)

Base School Year 20 -	Current School Year 20 -	Renewal Year 20 - <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	SFA 6-Digit Agency Code
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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 term.
2. This Renewal will end on June 30, 20 _____.
3. The fixed Price Per Meal listed below is agreed upon by both Parties as if no USDA Foods are used:

	Current SY Rate 20 -	Renewal SY Rate 20 -	Percentage Change
Breakfast Price Per Meal			
Includes Milk			%
<i>Will Not</i> Include Milk			%
Lunch Price Per Meal			
Includes Milk			%
<i>Will Not</i> Include Milk			%
Afterschool Snack Price Per Meal			
Includes Milk			%
<i>Will Not</i> Include Milk			%
Extra Carton of Milk			
Includes Milk			%
<i>Will Not</i> Include Milk			%

Percentage Change

Price may be adjusted annually by the lower of either a cap of three (3) percent or a percentage equal to the minimum percentage increase in the Consumer Price Index (“CPI”) Food Away From Home, Midwest Region, for the month of December of the current School Year.

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 applicable handling charges or fees. This will be 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.

Current School Year 20 - 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. Assurance of Civil Rights Compliance

The Vendor and local agency hereby agrees that it 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 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III 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) (7 CFR 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 applicant receives Federal financial assistance from USDA; and hereby gives assurance that it 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 of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale 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 incorporating this assurance into this Agreement, the Vendor and local agency agrees 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 Vendor and local agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

- 7. All other terms and conditions of the Agreement remain unchanged and in full force and effect.
- 8. **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.
- 9. **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	
<p>SCHOOL FOOD AUTHORITY Signature of Authorized Representative</p> <p>➤</p> <p>Printed Name of Authorized Representative</p> <hr/> <p>Title</p> <hr/> <p>Date Signed <i>Mo./Day/Yr.</i></p>	<p>VENDOR Signature of Vendor's Authorized Representative</p> <p>➤</p> <p>Printed Name of Vendor's Authorized Representative</p> <hr/> <p>Title</p> <hr/> <p>Date Signed <i>Mo./Day/Yr.</i></p>

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>Mo./Day/Yr.</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.