

**AGREEMENT TO FURNISH FOOD SERVICE  
FOR THE NEW YORK STATE SUMMER FOOD SERVICE PROGRAM  
(SPONSOR/SCHOOL)**

THIS AGREEMENT is made and entered into between school food authority (SFA) \_\_\_\_\_

and (sponsor) \_\_\_\_\_

WHEREAS the (SFA) \_\_\_\_\_ agrees to supply:

unitized meals or

meal components in bulk. The SFA agrees to provide serving directions and appropriate sized serving utensils to meet the required portion size for each component per meal service for the quantity of meals agreed upon for delivery.

It is further agreed that (SFA) \_\_\_\_\_, will deliver meals inclusive or exclusive (circle one) of milk and juice to (sponsor) \_\_\_\_\_ with and for the prices herein listed:

Breakfast.....\$ \_\_\_\_\_ each                      Lunches.....\$ \_\_\_\_\_ each

Snacks.....\$ \_\_\_\_\_ each                      Supper.....\$ \_\_\_\_\_ each

It is further agreed that (SFA) \_\_\_\_\_, pursuant to the provisions of the Summer Food Service Program 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, NYS sanitary codes are complied with and full and accurate records that the sponsor will need to be maintained in order to meet its responsibility including menus, production records containing the amounts of food prepared and portion sizes and the daily number of meals delivered by type.

To ensure that health and sanitation requirements are met at all times in the preparation and delivery of the summer meals, (SFA) \_\_\_\_\_ will submit to (sponsor) \_\_\_\_\_ with this signed agreement a copy of the (SFA's) \_\_\_\_\_'s quality control assurance plan that provides complete details on the quality assurance procedures for meal preparation, packaging of food items, transportation and delivery schedules, and food production monitoring methods used to ensure that all foods are handled in a safe and sanitary manner. The production/handling procedures for food (meal) assembly shall identify specific measures designed to monitor and assure the maintenance of personnel hygiene, sanitary conditions of the facility and the length of time associated with meal production periods. Food product temperature monitoring procedures shall provide a description of the procedures utilized to assure maintenance of safe food temperatures during all phases of handling, production, storage and shipment of meals. Once the program is in operation, (SFA) \_\_\_\_\_ is responsible for submitting a copy of the records used for monitoring and recording food temperature during handling, production, storage, and delivery of the meals to (sponsor) \_\_\_\_\_. (SFA) \_\_\_\_\_ is also responsible for submitting samples of weights taken during program operations.

All records must be reported to the (sponsor) \_\_\_\_\_ promptly at the end of each month. (SFA) \_\_\_\_\_ agrees also to retain records required under the preceding clauses 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, NYS Education Department, and the General Accounting Office for audit or administrative review at a reasonable time and place.

In the event that the (SFA) \_\_\_\_\_ is receiving Federal assistance under the National School Lunch, Breakfast Program, Special Milk Program, or is receiving donated commodities for use in its (name of program) \_\_\_\_\_ under this Agreement, all revenues shall be deposited into its nonprofit food service account and all expenditures made by the SFA in connection with this Agreement shall be paid from such account.

This Agreement shall be effective as of (date) \_\_\_\_\_. It may be terminated by notice in writing given by either party hereto to the other, at least 30 day prior to the date of termination.

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

_____ SFA (Officer of the Board of Education)		_____ Sponsor (Member of Executive Board, Mayor, etc.)	
_____ Title	_____ Date	_____ Title	_____ Date

Location of food preparation centers(s): \_\_\_\_\_

**USDA Nondiscrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) **mail:**  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue,  
SW Washington, D.C. 20250-9410; or
- (2) **fax:**  
(833) 256-1665 or (202) 690-7442; or
- (3) **email:**  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

## RECOMMENDED TERMS AND CONDITIONS

The following areas are *suggested* for both contract types and may be added to the standard bid/contract forms included in this package in order to ensure quality meal service, and to help prevent serious problems once the contract is awarded and operations have started:

- **Pre-Bid Meeting** - This is recommended especially for sponsors going out to bid for the first time. Prospective bidders can ask for clarification of the bid specifications and visit sites where meals will be delivered. Sponsors should not compromise the bid specifications during this meeting but should respond to any inadvertent ambiguities or unreasonable provisions, which may limit competition or affect the quality of bids submitted. Sponsors must communicate any and all revisions to the specifications that may result from this meeting to all prospective bidders in writing, and should give this notice in sufficient time for the bidders to submit responsive bids.
- **Truck Routes** - A timeline should be established for the contractor to submit the number of trucks and truck routes for meal delivery. A truck route is a listing of sites per vehicle in the order in which meals will be delivered. It does not establish delivery times. Also, the Sponsor should establish procedures and timelines for reporting any site activity that affects the regular delivery of meals.
- **Pre-Program Delivery Schedule/Trial Runs** - A trial delivery run may be made prior to the bid submittal especially when the Sponsor finds (from past experience) that contractors have had difficulty meeting specified delivery times.
- **Menu Substitutions** - The Sponsor should only consider menu changes when a scheduled item is unavailable to the contractor. When a decrease in quality occurs, specifications should require that the contractor change another day's menu to maintain the quality standards reflected in the bid specifications. Meal quality must be maintained in menu substitutions.
- **Meal Adjustments** - The Sponsor should designate the person(s) within its organization authorized to contact the contractor when meal increases/decreases and site openings/closings occur.
- **Disallowances** - Clearly establish the conditions under which meals will be disallowed (when delivered late, variation from menu, etc.) Establish a procedure for adjusting the contractor's billings for meal disallowances.
- **Contract Extensions** - The Sponsor and the Food Service Management Company (FSMC) may agree to extend the contract. Such extensions must be executed prior to applying for participation in subsequent SFSPs. The original contract period shall be of duration of no longer than one year and options for the yearly renewal of a contract may not exceed four additional years.
- **Contract Cost Increase** – The SFA may negotiate at the end of each one year contract period for the cost increase not to exceed the annual percentage of increase of the New York-Northeastern New Jersey Consumer Price Index for all urban consumers for the preceding year. The FSMC must satisfactorily establish that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract
- **Use of Small and Disadvantaged Businesses (7 CFR 225.17(d), 7 CFR 3016, and 7 CFR 3019)**  
Sponsors are encouraged, whenever possible, to procure services from minority business enterprises, small businesses, or women's-owned businesses on solicitation lists. If it is economically feasible, sponsors may wish to divide their total procurement into smaller tasks or quantities to encourage participation by such entities.