

**AGREEMENT TO FURNISH FOOD SERVICE
FOR THE NEW YORK STATE SUMMER FOOD SERVICE PROGRAM
(NON-COMPETITIVE AGREEMENT SFSP 2020)**

THIS AGREEMENT is made and entered into between (Food Service Management Company {FSMC})

and(SFA/sponsor)

WHEREAS the (FSMC) _____ agrees to supply unitized meals (inclusive/exclusive) of milk and juice to (SFA/sponsor) _____ with and for the prices herein listed:

Breakfast.....\$ _____ each	Lunches.....\$ _____ each
Snacks.....\$ _____ each	Supper.....\$ _____ each

It is further agreed that (FSMC) _____, 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. It is further agreed that a quality control plan, which meets the criteria established by the Department, will be submitted with and made part of this agreement.

These records must be reported to the (SFA/sponsor) _____ promptly at the end of each month. The (FSMC) _____ 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, NYS Education Department, and the General Accounting Office for audit or administrative review at a reasonable time and place.

SFAs and SFSP sponsors may use this emergency noncompetitive procurement method to negotiate the one-year FSMC extension or a new contract for the SFSP 2020. Please note that contracts resulting from noncompetitive proposals may not exercise renewal options.

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/Sponsor (Officer of the Board of Education)

FSMC (Member of Executive Board, etc.)

Title

Date

Title

Date

Location of food preparation centers(s) must have proof of DOH permit for food production: