

**SUMMER FOOD SERVICE PROGRAM FOR CHILDREN
CONTRACT TO PROVIDE FOOD SERVICE
BY A FOOD SERVICE MANAGEMENT COMPANY (FSMC)**

THIS CONTRACT is made and entered into by and between the Food Service Management Company (as defined in the United States Department of Agriculture, Food and Nutrition Service, SFSP Code of Federal Regulations 7 CFR, 225.2), hereinafter referred to as the “**FSMC**”,

Food Service Management Company Name

and the Summer Food Service Program for Children (SFSP) sponsoring organization hereinafter referred to as “**Sponsor**”,

Sponsoring Organization Name

Furthermore, the Family Nutrition Bureau will hereinafter be referred to as the “**State Agency**” and the United States Department of Agriculture will be referred to as the “**Department**”.

This contract has been developed by the State Agency and is consistent with the regulatory requirements set forth by the Department. This Contract may or may not be used by the parties involved. Furthermore, should this Contract not contain all items required by the FSMC and the Sponsor, then it shall be understood that additional paragraphs may be added to this Contract. However, USDA’s regulatory provisions stated in this Contract may not be removed in the event that both parties agree to use a different contract.

THEREFORE, pursuant to the SFSP Code of Federal Regulations 225.6(l)(2)(i-xvi), the standard contract for a Food Service Management Company shall expressly and without exception provide that:

(i) All meals prepared by a FSMC shall be unitized, with or without milk or juice, unless the State Agency has approved, pursuant to paragraph (l)(3) of this Section, a request for exceptions to the unitizing requirement for certain components of a meal;

(ii) A FSMC entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal;

(iii) The Sponsor shall provide to the FSMC a list of State Agency approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under Section 225.6(h)(2), and shall notify the FSMC of all sites which have been approved, canceled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract;

(iv) The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the Sponsor will need to meet its responsibilities under this Part, and shall submit all required reports to the Sponsor promptly at the end of each month, unless more frequent reports are required by the Sponsor;

(v) The FSMC shall have State or local health certification for the facility in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times. In addition, the FSMC shall provide for meals, which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. These levels shall conform to the standards, which are applied by the local health authority with respect to the level of bacteria, which may be present in meals served by other food service establishments in the locality. The results of the inspections shall be submitted promptly to the sponsor and to the State Agency;

- (vi) The meals served under the Contract shall conform to the cycle menus and meal quality standards and food specifications approved by the State Agency and upon which the bid was based;
- (vii) The books and records of the FSMC pertaining to the Sponsor's food service operation shall be available for inspection and audit by representatives of the State Agency, the Department and the U.S. General Accounting Office at any reasonable time and place for a period of 3 years from the date of receipt of final payment under the Contract, except that, if audit or investigation findings have not been resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved;
- (viii) The Sponsor and the FSMC shall operate in accordance with current Program regulations;
- (ix) The FSMC shall be paid by the Sponsor for all meals delivered in accordance with this Contract and this Part. However, neither the Department nor the State Agency assumes any liability for payment of differences between the number of meals delivered by the food service management company and the number of meals served by the Sponsor that are eligible for reimbursement;
- (x) Meals shall be delivered in accordance with a delivery schedule prescribed in the Contract;
- (xi) Increases and decreases in the number of meals ordered shall be made by the Sponsor, as needed, within a prior notice period mutually agreed upon;
- (xii) All meals served under the Program shall meet the requirements of 7CFR, Part 225.16;
- (xiii) In cases of nonperformance or noncompliance on the part of the FSMC, the company shall pay the Sponsor for any excess costs, which the Sponsor may incur by obtaining meals from another source;
- (xiv) If the State Agency requires the Sponsor to establish a special account for the deposit of operating costs payments in accordance with the conditions set forth in Section 225.6(j), the contract shall so specify;
- (xv) The FSMC shall submit records of all costs incurred in the Sponsor's food service operation in sufficient time to allow the Sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline; and
- (xvi) The FSMC shall comply with the appropriate bonding requirements, as set forth in Section 225.15(m) (5) through (7)..

THE SPONSOR agrees that the number of all meals ordered by the Sponsor and provided by the FSMC will be paid for using the rates agreed upon.

THE SPONSOR agrees to dispose of leftover food items appropriately, following Local or State Health Authority procedures.

THE SPONSOR reserves the right to make changes to the amount of meals ordered for any of the approved sites within _____ hour(s) day(s) of the actual meal service.

THE FSMC shall provide the Sponsor with a written request for any menu substitutions that the food service management company finds necessary; however, this request shall be at the discretion of the Sponsor. Menu substitutions shall be performed within full compliance of the Department's SFSP meal pattern requirements and USDA's regulations.

THE FSMC shall adhere to and implement procedures applicable to all food safety and sanitation guidelines that have been established by Local or State Health Authorities regarding the preparation, assembly and delivery of unitized SFSP meals.

THE FSMC shall submit at minimum, monthly invoices to the Sponsor, indicating the number of meals prepared and/or delivered by the type of meal (breakfast, lunch, supper or snack), the rate per meal, service dates and the total amount of the invoice. The invoice should display a date and an invoice number.

THE FSMC will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50), and FNS directives or regulations issued pursuant to the Act and regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, gender identity, sexual orientation, age, disability or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program Applicant receives Federal financial assistance from USDA; and hereby gives assurance it will immediately take any measures necessary to fulfill this Agreement.

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.

WHEREAS, THE FSMC, hereby agrees to follow Federal and State rules and regulations and provide unitized and allowable meals, following USDA's established SFSP meal pattern and New Mexico's State policies, to the SFSP Sponsoring Organization for the following meal(s) and for the indicated cost(s) per meal(s):

Breakfast \$ _____ Lunch \$ _____ Snack \$ _____ Supper \$ _____

Program Operation days: _____ **Number of Children Estimated Daily:** _____

Estimated Total Amount of Contract: \$ _____

Federal Formal Competitive Procurement Required (mark one):

Up to \$20,000 (2 quotes): **\$20,001 to \$60,000 (3 quotes):** **\$60,000 & Up (RFP or ITB req'd.):**

It is further agreed that the Sponsor and Food Service Management Company will have a written tracking system to ensure the number of meals ordered and received by the Sponsor are agreed upon.

In the event that the State Agency deducts meal reimbursement against the Sponsor due to fault from the FSMC, the Sponsor may deduct the following prices per meal from the invoice submitted from the said FSMC.

Breakfast \$ _____ Lunch \$ _____ Snack \$ _____ Supper \$ _____

The effective date of this Contract shall be as of ____/____/____. The duration of this contract shall begin from ____/____/____ and end ____/____/____.

This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

Sponsors may enter into an annual contract with FSMCs that may be renewed annually for up to four additional years.

LOCATION OF FOOD PREPARATION FACILITY:

Address (Physical Location)

City State Zip Code Phone Number

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

SFSP Sponsor Official

FSMC Official

Title

Date

Title

Date

Attachments: USDA Meal Pattern, Menus Forms, Meal Site Locations and Time Service Schedule, SFSP Federal Regulations (7 CFR Part 225) found at www.fns.usda.gov/cnd/summer