

SUMMER FOOD SERVICE PROGRAM FOOD SERVICE AGREEMENT (\$150,000 OR LESS)

This Agreement is made and entered into and between _____ Sponsor
 and _____. Whereas FSMC agrees to furnish unitized meals inclusive/exclusive
 Food Service Management Company (FSMC)
 of milk and juice to _____ with and for the rates herein listed on a daily basis.
 Sponsor

	ESTIMATED SERVINGS PER DAY	ESTIMATED NUMBER OF SERVINGS DAYS	UNIT PRICE	TOTAL PRICE
Breakfast				
Lunch				
Supplement				
Supper				

The unit prices submitted are based on the attached detailed cycle menu to include food specifications which becomes a part of this Agreement. The meals furnished shall meet or exceed the minimum meal pattern requirements as specified in Part 225.16 of the Federal Regulation as follows:

SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS			
Food Components	Breakfast	Lunch or Supper	Snack ¹ <small>(Choose two of the four)</small>
Milk Milk, Fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ³	1 cup (8 fl. oz.) ²
Vegetables and/or Fruits Vegetable(s) and/or fruit(s) Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice	1/2 cup 1/2 cup (4 fl. oz.)	3/4 cup total ⁴	3/4 cup 3/4 cup (6 fl. oz.)
Grains and Breads⁵ Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold, dry cereal or Cooked cereal or cereal grains or an equivalent quantity of any combination grains/breads or Cooked pasta or noodle product	1 slice 1 serving 3/4 cup of 1 oz. ⁶ 1/2 cup 1/2 cup	1 slice 1 serving 1/2 cup 1/2 cup	1 slice 1 serving 3/4 cup or 1 oz. ⁶ 1/2 cup 1/2 cup
Meat and Meal Alternatives Lean meat or poultry or fish or Cheese or Eggs or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds or Yogurt, plain or sweetened and flavored or An equivalent quantity of any combination of the above meat/meal alternatives	(Optional) 1 oz. 1 oz. 1/2 large 1/4 cup 2 tbsp. 1 oz. 4 oz. or 1/2 cup	2 oz. 2 oz. 1 large 1/2 cup 4 tbsp. 1 oz.=50% ⁷ 8 oz. or 1 cup	1 oz. 1 oz. 1/2 large 1/4 cup 2 tbsp. 1 oz. 4 oz. or 1/2 cup

For the purpose of this table, a cup means a standard measuring cup.
 1, 2, 3, 4, 5, 6, 7 indicates endnotes can be found on the next page.

ENDNOTES

- ¹— Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
- ²— Shall be served as a beverage, or on cereal, or use part of it for each purpose.
- ³— Shall be served as a beverage.
- ⁴— Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- ⁵— All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched, or fortified. Bran and germ are credited the same as enriched or whole-grain or flour.
- ⁶— Either volume (cup) or weight (oz.) whichever is less.
- ⁷— No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meal alternative to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish.

Any changes in approved sites will be made by the Sponsor not less than _____ days prior to the date of delivery of the meals. The Sponsor reserves the right to increase or decrease the number of meals ordered on a _____ hour notice or less if mutually agreed upon between the parties of this Agreement.

The Food Service Management Company shall not subcontract for the total meal, with or without milk or juice, or for the assembly of the meal.

The sponsor and the FSMC will operate in accordance with current program regulations in 7 CFR 225.6.

The Food Service Management Company agrees to provide for meals which it prepares for the Summer Food Service program to be inspected no less than one time during the Agreement period by an independent agency to determine bacteria levels in the meals being served. Results of the inspection shall be submitted promptly to the Sponsor and the State agency.

Payment shall not be made for meals that are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not meet the requirements for each food component as specified in Part 225.16 of the Federal Regulations. (*Attach copy of the Meal Delivery Schedule to this Agreement.*)

The Food Service Management Company shall pay the Sponsor for any excess costs the Sponsor incurs by obtaining meals from another source in cases of nonperformance or noncompliance on the part of the Food Service Management Company.

The Food Service Management Company agrees to maintain all record (supported by invoices, receipts, or other evidence) that the Sponsor needs to meet its responsibilities. These records shall be available for inspection and audits by representatives of the Sponsor, the State agency, U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place up to three years from the date of receipt of final payment or until final resolution of any audits.

Consistent with NSLP regulations, “(t)he contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and ... options for the yearly renewal of a contract may not exceed 4 additional years.

All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.” It should be noted that the execution of a contract with an option for renewals does not compel either party to renew the agreement.

Full and accurate records will be maintained by _____ that the
Food Service Management Company (FSMC)

_____ will need to meet its responsibility including the following:

Sponsor

1. Meals served under the contract conform to the cycle menus and meal quality standards and food specifications approved by ALSDE and upon which the bid was based.
2. Daily food production records containing the amount of food prepared and provided to the Sponsor.
3. A roster of the daily number of meals delivered by type to the Sponsor.
4. Daily receipts signed by authorized Sponsor and FSMC personnel for the number and type of meals delivered to each facility.
5. Copies of invoices for all milk purchased for the Summer Food Service Program.
6. Provide an itemized invoice to the Sponsor monthly which specifies the quantity of meals by type that are purchased within five (5) working days after the last day of the period for which the Sponsor will claim meals for reimbursement.
7. Ensure that health and sanitation requirements are met at all times and Health Inspection Report submitted with contract.
8. Ensure that preparation, serving, and holding of food items are within proper temperature range as prescribed by the local health department.
9. FSMC must have health certification for the facility that prepares program meals. It must ensure that health and sanitation requirements are met at all times. In addition, FSMC must ensure that meals are inspected periodically to determine bacterial levels present in the meals and that the bacterial levels found conform to local health authority standards. The results of the inspections must be submitted promptly to the sponsor and ALSDE.
10. Provide any other documentation that the Sponsor may need to support the purchase of reimbursable meals.
11. The sponsor will pay the FSMC for all meals delivered in accordance with the contract and the regulations. However, neither USDA nor ALSDE assumes any liability for payment of differences between the number of meals delivered and the number of meals served.

Copies of these records must be submitted to the _____ promptly at the end of the month.
Sponsor

The meal service is to begin on or around _____ and is to terminate on or around _____.
Date Date

Meals will be () served, () packed for delivery, or () delivered to sites the Sponsor has been approved to operate by the Alabama State Department of Education under provisions of the Agreement Number _____.

Name and address of each Food Preparation Center(s):

This agreement shall be effective as of _____. It may be terminated by notice in writing given by any party hereto to the other parties at least 60 days prior to the date of termination. Execution of this contract does not compel either party to renew.

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

FOOD SERVICE MANAGEMENT COMPANY

SPONSORING ORGANIZATION

Signature of Authorized Representative and Title

Signature of Authorized Representative and Title

Date

Date

Cycle Menu Form

(Form should be completed using detailed food specifications and submitted as a part of the contract)

BREAKFAST		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Food Components	DATES:							
Milk	1 cup							
Vegetables and/or Fruit	1/2 cup							
Grains/Breads	1 slice/serving							
LUNCH/SUPPER								
Food Components								
Milk	1 cup							
Meat/Meat Alternate	2 oz.							
Vegetables and/or Fruit	3/4 cup total*							
Grains/Breads	1 slice/serving							
SNACK								
Food Components								
Milk	1 cup							
Meat/Meat Alternate	2 oz.							
Vegetables and/or Fruit	3/4 cup							
Grains/Breads	1 slice/serving							
Select 2 different components of the 4 for snack.								
*Must serve 2 or more kinds of vegetables and/or fruits or a combination of both.								
All grains must be enriched or whole-grain.								
No more than 50% of meat/meat alternate can be met with nuts or seeds.								
Note: All serving sizes are minimum quantities of the food components that are required to be served.								