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**Standard Agreement to Provide Food Service Between a Seamless Summer Option**

**School Food Authority and a Caterer**

This agreement (“Agreement”) is entered into on **<Insert date>** by and between **<Insert name of SFA and CTD#>** (“SFA”) and **<Insert name of Caterer>** (“Caterer”) for SSO summer meals. The total estimated contract amount is: $**<Insert estimated value of this agreement>**

**BACKGROUND**

Whereas it is not within the capability of the School Food Authority (SFA) to prepare specified meals under the **Seamless Summer Option (SSO) program**;

Whereas the facilities and capabilities of the Caterer are adequate to prepare and deliver specified meals to the SFA’s facility(ies); and

Whereas the Caterer is willing to provide such services to the SFA on a Fixed-Price contract basis.

Therefore, unless the United States Department of Agriculture (USDA) nationwide waivers released for 2022-2023 supersede any of these agreed upon guidelines, both parties agree as follows:

**AGREEMENT**

**1. Terms and Conditions**

1.1. Duration: This Agreement shall become effective after both parties sign it and the Arizona Department of Education (ADE) approves it. The Caterer shall provide meals during the period starting on **<Insert beginning date>** and ending on **<Insert ending date>**.

* 1. Food Services:

1.2.1. The Caterer agrees to prepare specified meals for delivery **INCLUSIVE/EXCLUSIVE *(Choose one)*** of milk to the site(s), specified in Paragraph 1.3, per the required menu planning option specified in Section 2.1.

1.2.2. The Caterer shall not subcontract any portion of this Agreement.

1.2.3. The Caterer will not offer a la carte food service unless reimbursable meals are offered to all eligible children.

1.2.4. The Caterer agrees to provide staff to serve the meals. ***(Delete if not applicable)***

1.3. Service Site(s): For the purpose of this Agreement, the Caterer shall make and deliver meals that comply with the programs listed in the Background Section of this Agreement to the food service site(s) **at the following location(s):**



**<Insert the SFA’s site(s) and address(es)>**

1.4. Delivery Requirements: The Caterer shall make deliveries of the meals within the hours and on the days designated below. The Caterer shall make deliveries only to the authorized Site(s) specified in Paragraph 1.3 **on the day(s) and time(s) listed below:**

**<Insert the day(s) and time(s) that the Caterer will make the deliveries>**

1.5. Price: The Caterer’s price for each meal as based on the SFA’s written estimate of meals needed, except as provided in Section 2.5. The prices shall be firm for the term of the contract.

Each SSO **breakfast** meal is $ **<Insert breakfast price here or write N/A>**

Each SSO **lunch** meal is $ **<Insert lunch price here or write N/A>**

Each SSO **supper** meal is $ **<Insert supper price here or write N/A>**

Each SSO **snack** meal is $ **<Insert snack price here or write N/A>**

**2. Program Regulations**

2.1. Meal Pattern:

2.1.1. The Caterer shall assure that each meal provided to the SFA under this Agreement meets the minimum requirements for reimbursable meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA).

2.1.2. The Caterer must follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR 210.10 for NSLP and 220.8 for SBP. The meal shall include the following components: fruits, vegetables, grains, meat/meat alternates, and fluid milk. Snacks must contain two (2) of the listed components and must comply with regulations as described in 7 CFR 210.10.

2.1.3. The Caterer shall provide reimbursable meals that meet the appropriate caloric, saturated fat, sodium, and trans-fat requirements for the ages/grades of the children.

2.1.4. The Caterer shall plan and produce at least enough food to offer each child the minimum quantities under the meal pattern.

2.2. Buy American Provision:

2.2.1. The Caterer will Buy American domestic commodities and products for school meals and snacks to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States. [7 CFR 210.21(d)]

2.2.2. Exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include:(1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, or (2) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

2.2.3. To be considered for the alternative or exception, the request must be submitted in writing to a designated official of the SFA, a minimum of **<Insert number>** **days** in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specification of the domestic product.

2.2.4. The SFA will approve the Caterer’s requests for exception to the Buy American Provision and keep on file.

2.3. Menu Preparation and Approval:

2.3.1. The Caterer shall provide the SFA, for approval, a proposed cycle menu for the operational period, at least **<Insert number>** **business days** prior to the beginning of the period to which the menu applies.

2.3.2. The SFA shall notify the Caterer in writing within **<Insert number>** **business** **days** of receipt of the next period's proposed cycle menu, of any changes, additions, or deletions.

2.3.3. Any changes to the menu made after SFA approval must be agreed upon by the SFA and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties.

2.3.4. The Caterer shall adjust the menus at the request of the SFA whenever the SFA determines certain items to be unacceptable. Such items can be determined to be unacceptable because of:

(1) a monotonous diet resulting from items served frequently or the similarity to other items;

(2) the nutritional needs of the students;

(3) susceptibility to spoilage; or

(4) excessive waste resulting from unpopularity of items with students.

2.3.5. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than one week after request except that in the case of spoilage adjustment shall be made in such a manner that the children in attendance on the day spoilage is discovered shall receive acceptable meals meeting meal requirements.

2.4. Meal Accommodations:

2.4.1. The SFA is required, based on Federal law and USDA regulations, to make reasonable modifications to accommodate children with disabilities. Modifications would include providing special meals, at no extra charge, to children with a disability when the disability restricts the child’s diet. Modification requests shall be supported by a written statement from a State licensed healthcare professional. [USDA Memo SP 59-2016 and SP 26-2017]

2.4.2. The SFA and the Caterer shall work together to implement procedures for parents or guardians to request modifications to meal service for children with disabilities and to resolve grievances. [7 CFR 15b.25 and 7 CFR 15b.6(b)]

2.5. Meal Estimates:

2.5.1. The SFA shall provide in writing, no later than **<Insert number>** **business days** before the first day of operation, a reasonably accurate estimate of the number of meals to be delivered to the SFA each day.

2.5.2. The Caterer shall allow the SFA to increase or decrease the number of meal orders as needed.

2.5.3. The SFA shall notify the Caterer in writing of necessary increases or decreases in the number of meal orders within **<Insert number>** **hours** of the scheduled delivery time.

2.5.4. Errors in meal order counts made by the SFA shall be the sole responsibility of the SFA.

2.6. Meal Delivery:

2.6.1. The Caterer’s meal delivery vehicle must be adequately constructed so as to protect the food, food service equipment, and utensils from contamination at all times during transportation. The delivery vehicle interior surfaces must be clean at all times during transportation of meals.

2.6.2. During the transportation of meals, hot foods that are temperature controlled for safety, must be kept at a minimum temperature of 135° F at all times.

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2.6.3. During the transportation of meals, cold foods that are temperature controlled for safety, must be kept at or below 41° F at all times and be transported in containers capable of maintaining temperatures at or below 41° F.

2.6.4. The Caterer must monitor and document temperatures of menu items prior to transport, upon arrival, and at the time of serving. A temperature log for each menu item served must be completed daily and maintained. The Caterer temperature log must be made available to the SFA once requested.

2.7. Recordkeeping:

2.7.1. The Caterer shall maintain, and provide to the SFA daily, full and accurate production and menu records for the meals that are produced. The records must show how the meals contribute to the required food components (M/MA, V, F, G, and Fluid Milk). In addition, the records must show how the meals contribute to the applicable daily and weekly nutrition standards for the selected grade group. [7 CFR 210.10(a)(3)]

2.7.2. The Caterer shall also maintain and make available:

(1) Standardized Recipes, Nutrition Facts labels, Child Nutrition (CN) labels or product formulation sheets related to the menus served

(2) Such cost records as invoices, receipts or other documentation that exhibit the purchase, or otherwise availability to the Caterer, of the meal components and quantities itemized in the meal production records; and

(3) On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the SFA. Meal count documentation must include the number of meals requested by the SFA in writing.

2.7.3. The SFA shall assure production records are being completed daily and kept on file. A separate record must be kept for breakfast and lunch. The SFA shall ensure the requirements of 7 CFR 210.10(a)(3) are included.

2.8. Records:

2.8.1. The Caterer shall retain all records related to this Agreement in its possession for five (5) years after the expiration of the Agreement. [7 CFR 210.16(c)(1)]

2.8.2. The Caterer shall make records pertaining to operations under this Agreement available to the SFA at any reasonable time. The records are subject to inspection or audit by representatives of the SFA, State Agency, the USDA, and the US General Accounting Office at any reasonable time and place.

2.8.3. The Caterer will provide accurate Administrative Review information to the SFA and ADE to ensure that the meal pattern is executed per the regulations.

2.9. Health Certifications and Food Safety:

2.9.1 The SFA must have two (2) Food Safety Inspections completed at each site in which meals are served.

2.9.2. The Caterer must have two (2) Food Safety Inspections completed every school year at the facility in which it prepares meals. The Caterer shall maintain this health certification for the duration of the agreement. [7 CFR 210.16(c)(2)]

2.9.3. The Caterer shall provide the SFA with copies of current health inspections. The Caterer also agrees to notify the SFA of the results of any health inspection that is made during the duration of this Agreement.

2.9.4. The Caterer shall be responsible for maintaining the premises, equipment, and facilities in a condition satisfactory to the SFA. The Caterer shall adhere to the standards of cleanliness and sanitary practices as required by the Health Department, the School Board standards, and USDA standards to ensure continual sanitation in all functions and matters related to the food service program.

2.9.5. In the storage, preparation, and service of food, the Caterer shall maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety requirements. [7 CFR 210.9(b)(14)]

2.9.6. The Caterer shall assure that all food is properly stored, prepared, packaged, and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated.

2.10. Licenses:

2.10.1. The Caterer shall maintain, in current status, all Federal, State, and local licenses and permits required for the operation of the business conducted by the Caterer.

2.10.2. The Caterer must have a State or local “Permit to Operate” for any facility outside the school in which it prepares meals. The Caterer shall maintain a current “Permit to Operate” for the duration of the contract. **The Caterer must provide a copy of the permit to operate with this contract.**

2.11. HACCP:

2.11.1. The Caterer shall ensure compliance with a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance for developing a process approach to HACCP. [Public Law 108-265] The Caterer will ensure compliance with site-specific written food safety plans based on HACCP.

2.11.2. The Caterer will provide the SFA, upon request, evidence of daily worksheets that detail Hazard Analysis and Critical Control Point (HACCP) compliance from receipt to delivery of the finished product.

2.12. Invoicing:

2.12.1. The Caterer shall present to the SFA an invoice accompanied by reports no later than the **<Insert number>** **day** of each **WEEK/MONTH *(Choose one)*** which itemizes the previous delivery.

2.12.2. The SFA shall pay the Caterer by the **<Insert number>** **day** of each **WEEK/MONTH *(Choose one)*** the full amount as presented on the monthly itemized invoice.

2.12.3. The SFA shall notify the Caterer within forty-eight (48) hours of receipt of any discrepancy in the invoice. The SFA shall pay the Caterer for all meals delivered in accordance with this Agreement.

***Neither ADE nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Caterer and the number of meals served by the SFA that are eligible for reimbursement. In addition, neither ADE nor USDA will be responsible for resolving issues of partial or non-payment per the terms of this Agreement.***

2.13. Unacceptable Meal:

2.13.1. The SFA shall be responsible for informing the Caterer of its reasons for determining that a meal is unacceptable in writing within forty-eight (48) hours of when the meal is delivered to the site.

2.13.2. The Caterer agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not

otherwise meet the meal requirements contained in this Agreement.

2.13.3. In cases of nonperformance or noncompliance on the part of the Caterer, the Caterer shall pay the SFA for any excess costs the SFA incurs by obtaining meals from another source.

2.14. Program Compliance: The SFA shall assure that the Caterer has a copy of 7 CFR Part 210.10, the Meal Pattern that is to be followed; the USDA Team Nutrition Menu Planner and Food Buying Guide; the Arizona Nutrition Standards pursuant to Arizona Revised Statute 15-242 effective July 1, 2006; the Competitive Food Standards; and all other technical assistance materials pertaining to the food service requirements of the programs listed in the Background Section of this Agreement. The SFA will, within twenty-four (24) hours of receipt from the ADE Health and Nutrition Services Division, advise the Caterer of any changes in the food service requirements.

2.15. Program Regulations: The Caterer shall be in conformance with the applicable portions of the SFA’s Food Program Permanent Service Agreement under the program. [7 CFR 210.16(a)(2)] The Caterer will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250.

2.16. Program Monitoring: The SFA will monitor all meals to ensure the food service is in conformance with program regulations. [7 CFR 210.16(a)(8)]

2.17. USDA Foods/DoD Fresh: ***(If you will not be using USDA Foods/DoD Fresh, delete 2.17.1, 2.17.2, 2.17.3, and 2.17.4 below and write N/A here)***

2.17.1. The Caterer agrees to accept USDA Foods/DoD Fresh from the SFA. These USDA Foods/DoD Fresh will only be used in the preparation of meals provided for the programs listed in the Background Section of this Agreement. The Caterer can only obtain the USDA Foods at the SFA site **unless approved for the Alternative Delivery Site Program.**

2.17.2. The Caterer must credit the SFA monthly for the value of all USDA Foods/DoD Fresh received for use in the SFA’s meal service in the school year, including both entitlement and bonus food, including the market value of donated foods contained in processed end products. Credit issued by the Caterer to the SFA for USDA Foods/DoD Fresh received shall be recorded on the monthly bill/invoice as separate line items and shall be clearly identified and labeled.

2.17.3. The Caterer must ensure that it has a perpetual inventory record maintained and submitted to the SFA on a monthly basis. Failure of the Caterer to maintain a perpetual inventory shall be considered as evidence of improper distribution or loss of USDA Foods/DoD Fresh.

2.17.4. The Caterer shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods/DoD Fresh.

**3. Specific SFA Responsibilities**

3.1. Cleaning: The SFA shall be responsible for cleaning the eating areas daily.

3.2. Contract Document: The SFA will prepare all contract documents.

3.3. Financial Responsibility: The SFA will retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation. [7 CFR 210.16(a)(4)]

3.4. Food Service Operation Conformance: The SFA will ensure that the food service operation is in conformance with the School’s Agreement with the ADE to participate in Child Nutrition Programs.

3.5. Household Application:

3.5.1. SFAs with closed enrolled sites/camps, as applicable, will review, approve or deny, and verify applications for free and reduced-price school meals in accordance with 7 CFR 245.

3.5.2. SFAs with open sites, determine area eligibility based on the percentage of enrolled children approved for free and reduced-price meals as of the last day of operation of the most recent school year.

3.5.3. Both the SFA and the Caterer shall be responsible for protecting the anonymity of students receiving free or reduced-price meals.

3.6. Price Control: The SFA will retain control of the establishment of all prices, including price adjustments, for a la carte and adult meals served under the nonprofit school food service account. Meals served at approved SSO sites must be served free of charge to all children. SFAs that sponsor camps may charge for meals served to children who are not eligible to receive free or reduced-price meals. [7 CFR 210.16(a)(4)]

3.7. Procurement:

3.7.1. The SFA will maintain a written code of conduct that prohibits real or apparent conflict of interest and disciplinary actions that are to be applied for violations of such standards. [2 CFR 200.318(c)(1)]

3.7.2. The SFA will maintain written procurement procedures that ensure full and open competition exists to the maximum extent possible. [2 CFR 200.319]

3.7.3. The SFA will conduct all procurement for the Child Nutrition Programs in accordance with

2 CFR 200.318-326.

3.8. Retain Control of Food Service Program: The SFA will retain control of the quality, extent, and general nature of the food service, including counting and claiming meals, and ordering and accounting for USDA Foods. [7 CFR 210.16(a)(5), 210.21(b)]

3.9. Signature Authority: The SFA will retain signature authority on the State Agency Food Program Permanent Service Agreement, Free and Reduced-Price Policy statement, and claims. The SFA will retain signature authority for the annual Child Nutrition Programs application and by electronically submitting required information to ADE. [7 CFR 210.16(a)(5), 210.21(b)]

3.10. SFA Representative Duties:

3.10.1. The SFA shall ensure that a SFA representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivery.

3.10.2. The SFA assures the Caterer that this individual will be trained and knowledgeable in the record keeping and meal requirements of the programs listed in the Background Section of this Agreement and with local health and safety codes.

**4. General Terms**

4.1. Affordable Care Act: The Caterer understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). The Caterer shall bear sole responsibility for providing health care for its employees who provide service to the SFA as required by State or Federal law.

4.2. Agreement Modification, Nonperformance or Default:

4.2.1. This Agreement constitutes the entire understanding between the Caterer and the SFA with respect to the subject matter hereof and there is no other written or oral understandings or agreements with respect hereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the SFA and the Caterer. No assignment or transfer of this Agreement may be made, in whole or in part, without the prior written consent of the SFA.

4.2.2. The SFA may, upon written notice of default to the Caterer, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If the Caterer fails to make delivery of meals, other agreed upon items (i.e. eating utensils, supplies, storage equipment), or to perform the services within the time specified herein; or

(2) If the Caterer fails to perform any of the other provisions of this Agreement in accordance with its terms and does not correct such failure within forty-eight (48) hours after requested to do so.

4.3. Amendments to the Agreement: The parties cannot alter any provision in this Agreement that is required by any law, rule, or regulation. The parties cannot otherwise amend or alter this Agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the Agreement. The parties must mutually agree, in a written document signed by both parties and attached to this Agreement, amend, add, or delete an Article or Appendix. Any amendment to this Agreement shall become effective at the time specified in the amendment and after ADE approves it.

4.4. Applicable Law: The law of the State of Arizona shall govern this Agreement.

4.5. Assignment: This Agreement may not be assigned by either party without the prior written consent of the other party.

4.6. Audit: The SFA shall have the right, at its expense, to inspect the books and records of the Caterer to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at the Caterer’s place of business.

4.7. Authority: The SFA is the responsible authority without recourse to USDA or ADE for the settlement and satisfaction of all contractual and administrative issues arising in any way from this contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

4.8. Cancellation: The SFA may cancel this Agreement under Arizona Revised Statutes 38-511 (Cancellation for conflict of interest - [www.azleg.state.az.us/ars/38/00511.htm](http://www.azleg.state.az.us/ars/38/00511.htm)) for a violation of that statute. This notice complies with the requirements of that statute.

4.9. Civil Rights Compliance: The Caterer shall ensure compliance that in the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State Agencies and SFAs shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs; Executive Order 13166; Sections VII, XII and Appendix B, USDA Guidance on Services for Persons with LEP; and USDA regulations on nondiscrimination. [7CFR§210.23(b)]

4.10. Construction and Effect: A waiver of any failure under this Agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This Agreement supersedes all prior negotiations, representations, or Agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this Agreement by the respective references to them. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

4.11. Employment: The Caterer shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages, hours, conditions of employment, and nondiscrimination in employment. USDA is an Equal Opportunity Provider.

4.12. Energy Policy and Conservation Act: The Caterer shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871.3016.36)(i)(13)

4.13. Equal Employment Opportunity: The Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). [Appendix II to 2 CFR 200(C)]

4.14. E-Verify Requirement: The Caterer shall comply with all federal immigration laws and regulations relating to employees and shall comply with ARS 23-214, Subsection A (After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

4.15. Indemnity:

4.15.1. The Caterer shall indemnify, defend and hold the SFA harmless against any loss of damage (including attorney’s fees and costs of litigation) caused by the Caterer’s negligent act or omission, theft by the Caterer’s employees, or the negligent or intentional acts or omissions of the Caterer’s agents or employees. The Caterer shall defend any suit against the SFA alleging personal injury or property damage arising out of the transportation of meals or other items to the Site(s) or out of the acts of the Caterer’s employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Caterer to the Food Service Site(s), and shall be liable for any damages agreed to by the parties or awarded as a result of such litigation.

4.15.2. The SFA shall promptly notify the Caterer in writing of any claims against the Caterer or the SFA and, in the event a suit is filed, shall promptly forward to the Caterer all papers in connection therewith. The Caterer shall not incur any expense or make any settlement without the SFA’s consent. However, if the Caterer refuses or neglects to defend any such suit, the SFA may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney’s fees, shall be charged to the Caterer.

4.16. Insurance:

4.16.1 During the term of this Agreement, the Caterer shall maintain insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A: VIII or better. The Caterer shall also name the SFA as additionally insured under the liability policy for the duration of the contract. And upon request, the Caterer will provide the SFA with a certificate evidencing such insurance coverage.

(1) Commercial General Liability insurance with a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement; and

(2) Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Caterer’s owned, hired, and non-owned vehicles.

4.17. Non-Discrimination: The Caterer shall not discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, marital or family status, national origin, veteran’s status, sexual preference, or religion. The Caterer agrees to comply with all applicable Federal and State laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal employment opportunity.

4.18. Payroll Taxes and Costs: The Caterer shall pay its employees directly and shall withhold and pay all applicable Federal and State employment taxes and payroll insurance with respect to its employees, including an applicable income, social security, Medicare and employment taxes, and workers compensation costs.

4.19. Termination:

4.19.1. Either party may, at any time during the life of this Agreement, terminate this Agreement without cause by giving thirty (30) days written notice to the other party of its intention to do so.

4.19.2. The SFA may also terminate this Agreement upon written notice if the Caterer fails to fully comply with the terms and conditions.

4.19.3. All notices to the SFA shall be addressed to the SFA at the address listed on the signature page, and all notices to the Caterer shall be addressed to the Caterer at the address listed on the signature page.

4.20. Unavailability of Funds: The SFA may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. The SFA shall give the Caterer prompt written notice after it knows that funding will not be available.

4.21. Workers Compensation: The Caterer shall maintain a system of coverage for workers compensation in conformance with applicable State law covering all of its employees who may be employed in connection with food service provided to the SFA.

**5. Caterer Certification Statements**

5.1. Certificate of Independent Price Determination: The Caterer admits that all prices in this Agreement have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other caterer or with any competitor certification regarding non-collusion. ***Complete and submit Certificate of Independent Price Determination form.***

5.2. Conflict of Interest: The Caterer’s signature on this Agreement indicates there is no conflict of interest associated with the award of this Agreement. No one employed by the SFA is related to or has any other personal or professional relationship with the Caterer and/or his/her family.

5.3. Contract Work Hours and Safety Standard Act: The Caterer is required to follow Sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5). It requires the Caterer to pay employees overtime (one and one-half times their basic rate of pay) for all hours worked over forty (40) in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions. [2 CFR Appendix II to 200(E)] ***(Delete entire clause if the estimated contract amount is under $2,500)***

5.4. Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The Caterer, by signing this Agreement, certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. [2 CFR Appendix II to 200(H)] ***(Delete entire clause if the estimated contract amount is under $25,000)***

5.5. Certification Regarding Lobbying: The Caterer must sign and submit a Certification Regarding Lobbying and Disclosure of Lobbying Activities. The Caterer states that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions. [2 CFR Appendix II to 200(I)] ***Complete and submit Lobbying and Lobbying Disclosure forms.* *(Delete entire clause if the estimated contract amount is under $100,000)***

5.6. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation: The Caterer shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. SFA shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329). ***(Delete entire clause if the estimated contract amount is under $100,000)***

**6. Signatures**

For the SFA: For the Caterer:

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Name of Representative Name of Representative

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Signature Signature

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Date Date

*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*](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;*
2. ***fax****: (202) 690-7442; or*
3. ***email****:* [*program.intake@usda.gov*](mailto:program.intake@usda.gov)*.*

*This institution is an equal opportunity provider.*

**5-Day Meal Patterns –Breakfast, Lunch, Supper, and Snack**







