**Standard Agreement to Provide Food Service Between a Summer Food Service Program Operator and a Food Service Vendor**

**<Input Program Year>**

This agreement (“Agreement”) is entered into on **<Insert date>** by and between **<Insert name of Operator and CTD#>** (“SFSP Vended Operator”) and **<Insert name of Food Service Vendor>** (“Vendor”) for SFSP meals. The total estimated contract amount is: $ **<Insert estimated value of this agreement for the term of the contract>**

**BACKGROUND**

Whereas, it is not within the capability of the SFSP Vended Operator to prepare specified meals under the **Summer Food Service Program (SFSP);**

Whereas, the facilities and capabilities of the Vendor are adequate to prepare and deliver specified meals to the SFSP Vended Operator’s facility(ies); and

Whereas, the Vendor is willing to provide such services to the SFSP Vended Operator on a Fixed-Price contract basis.

Therefore, both parties agree as follows:

**AGREEMENT**

1. **Terms and Conditions**
	1. Duration: This Agreement shall become effective after both parties sign it and the Arizona Department of Education (ADE) approves it. The Vendor shall provide meals during the period starting on **<Insert beginning date>** and ending on **<Insert ending date>**.
	2. Food Services: The Vendor agrees to prepare **breakfast/lunch/snacks/supper** ***(Delete/cross out meals not applicable to this contract)*** for delivery **WITH/WITHOUT *(Choose one)*** milk or juice to the site(s) specified in Paragraph 1.3 per the agreed upon menu planning option specified in Paragraph 2.3.2. The SFSP Vended Operator has approved the menu, which is incorporated into this Agreement by this reference.
	3. Service Site(s): [7 CFR 225.6(h)(2)(iii)] For the purpose of this Agreement, the Vendor shall make and deliver unitized meals that comply with the **SFSP** and this Agreement to the food service site(s) **at the following location(s):** **<Insert the SFSP Vended Operator site(s) and address(es)>**
	4. Delivery Requirements: The Vendor shall make deliveries of the unitized meals in accordance with the following delivery schedule. [7 CFR 225.6(h)(2)(x)] The Vendor shall make deliveries only to the authorized Site(s) listed in Paragraph 1.3 **on the day(s) and time(s) designated below: <Insert the day(s) and time(s)> that the vendor will make the deliveries>**
	5. Price: The Vendor’s price for each meal based on the written estimate of meals needed that the SFSP Vended Operator provides, except as provided in Paragraph 2.4. The Price shall be firm for the term of the contract.

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

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

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

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

1. **Program Regulations**
	1. Program Regulations: The SFSP Vended Operator and the Vendor shall operate in accordance with current Program regulations. [7 CFR 225.6(h)(2)(viii)]
	2. Menu Preparation and Approval:
		1. The Vendor shall provide the SFSP Vended Operator, for approval, a proposed 21-day 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. The SFSP Vended Operator shall notify the Vendor in writing within **<Insert number>** **business** **days** of receipt of the next proposed cycle menu, of any changes, additions, or deletions.
		3. Any changes to the menu made after SFSP Vended Operator approval must be agreed upon by the SFSP Vended Operator and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties.
		4. The Vendor shall adjust the menus at the request of the SFSP Vended Operator whenever the SFSP Vended Operator determines certain items to be unacceptable. Such items can be determined to be unacceptable because of:
2. a monotonous diet resulting from items served frequently or the similarity to other items;
3. 2 the nutritional needs of the children;
4. susceptibility to spoilage; or
5. excessive waste resulting from unpopularity of items with children.
	* 1. 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. [7 CFR 225.6(h)(2)(vi)]
	1. Food Preparation:
		1. All meals prepared by the Vendor shall be unitized with or without milk or juice, unless the SFSP Vended Operator has an ADE approved exception to the unitizing requirement for certain components of a meal. [7 CFR 225.6(h)(2)(i)]
		2. The Vendor shall assure that each meal provided to the SFSP Vended Operator 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). The Vendor must follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR 225.16. [7 CFR 225.6(h)(2)(xii)]
	2. Meal Estimates: [7 CFR 225.6(h)(2)(xi)]
		1. The SFSP Vended Operator 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 SFSP Vended Operator each day.
		2. The Vendor shall allow the SFSP Vended Operator to increase or decrease the number of meal orders, as needed, when the request is made within **<Insert number>** **hours** of the scheduled delivery time. Errors in meal order counts made by the SFSP Vended Operator shall be the sole responsibility of the SFSP Vended Operator.
	3. Meal Delivery:
		1. The Vendor meal delivery vehicle must be adequately constructed 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. 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.
		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.
		4. The Vendor 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 Vendor temperature log must be made available to the SFSP Vended Operator once requested.
	4. Subcontracting: The Vendor shall not subcontract any portion of this Agreement. [7 CFR 225.6(h)(2)(ii)]
	5. Recordkeeping: [7 CFR 225.6(h)(2)(iv)]
		1. The Vendor shall maintain full and accurate records/production worksheets that document:
6. the menus provided to the SFSP Vended Operator during the term of this Agreement;
7. a listing of all components of each meal; and
8. an itemization of the quantities and portion sizes of each component used to prepare each meal.
	* 1. The Vendor agrees to provide lunch preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture (“USDA”) Food Buying Guide when calculating and recording the quantity of food prepared for each meal.
		2. The Vendor shall also maintain and make available:
9. Recipes, Nutrition Facts labels, and any necessary Child Nutrition (CN) labels or product specification sheets related to the menus served;
10. Such cost records as invoices, receipts or other documentation that exhibit the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal production records; and
11. On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the SFSP Vended Operator. Meal count documentation must include the number of meals requested by the SFSP Vended Operator in writing.
	1. Record Retention:
		1. The Vendor shall retain all records related to this Agreement in its possession for five (5) years after the expiration of the Agreement.
		2. The Vendor, upon request, shall make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the SFSP Vended Operator, representatives of the Arizona Department of Education (ADE), USDA, the US General Accounting Office, and the USDA Office of Inspector General (“OIG”) for audits or administrative reviews at a reasonable time and place. [7 CFR 225.6(h)(2)(vii)]
	2. Invoicing and Payment:
		1. The Vendor shall present to the SFSP Vended Operator an invoice accompanied by reports no later than the **<Insert number>** **day** of each **WEEK/MONTH *(Choose one)*** which itemizes the previous delivery.
		2. The SFSP Vended Operator shall pay the Vendor by the **<Insert number>** **day** of each **WEEK/MONTH *(Choose one)*** the full amount as presented on the itemized invoice.
		3. The SFSP Vended Operator shall notify the Vendor within forty-eight (48) hours of receipt of any discrepancy in the invoice. The SFSP Vended Operator shall pay the Vendor 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 Vendor and the number of meals served by the SFSP Vended Operator 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. [7 CFR 225.6(h)(2)(ix)]**

* 1. Unacceptable Meal:
		1. The SFSP Vended Operator shall be responsible for informing the Vendor 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. The Vendor 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.
		3. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the SFSP Vended Operator for any excess costs the SFSP Vended Operator incurs by obtaining meals from another source. [7 CFR 225.6(h)(2)(xiii)]
	2. Health Certifications and Food Safety:
		1. The Vendor must have State or local health certification for the facility in which it proposes to prepare meals for use in the Summer Food Program. The Vendor must ensure that health and sanitation requirements are met at all times and are in conformance with all applicable State and local laws and regulations.
		2. If required by the local health authority, the Vendor must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform with the standards set by local health authorities. The results of the inspections must be submitted promptly to the SFSP Vended Operator and ADE. [7 CFR 225.6(h)(2)(v)]
		3. **The Vendor shall provide the SFSP Vended Operator with a copy of the current health certifications.** The Vendor agrees to notify the SFSP Vended Operator of the results of any health inspection that is made during the duration of this agreement.
		4. The Vendor shall assure that all food is properly stored, prepared, packaged, and transported. 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.
	3. Licenses: The Vendor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Vendor. The Vendor shall maintain the “Permit to Operate” health certification for the duration of the contract. **The** **Vendor shall provide the SFSP Vended** **Operator with a copy of the current Permit to Operate.**
	4. HACCP:
		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.

2.13.2 The Vendor will provide the SFSP Vended Operator, upon request, evidence of daily worksheets that detail Hazard Analysis and Critical Control Point (HACCP) compliance from receipt to delivery of the finished product.

* 1. Bonding Requirements:
		1. The Vendor shall comply with the appropriate bonding requirements, as set forth in 7 CFR 225.15(h)(6) through (h)(8). [7 CFR 225.6(h)(2)(xvi)]
		2. For any contract over $100,000, the Vendor shall obtain a performance bond in an amount not less than ten (10) percent not more than twenty-five (25) percent of the value of the contract. [7 CFR 225.15(m)(6)]

SFSP Estimated Contract Amount $\_\_\_\_\_\_\_\_\_\_\_ x 10% = Performance Bond Amount $\_\_\_\_\_\_\_\_\_\_\_\_

* + 1. The Vendor shall obtain the performance bond only from surety companies listed in the Current Department of the Treasury Circular 570. The Vendor shall not post any “alternative” forms of bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts. [7 CFR 225.15(m)(7)]
	1. USDA Foods: (***If you will not be using USDA Foods, delete 2.15.1, 2.15.2, 2.15.3, and 2.15.4 below and write N/A here)***
		1. The Vendor agrees to accept USDA Foods from the SFSP Vended Operator. These USDA Foods will only be used in the preparation of meals provided for the **SFSP**. The Vendor can only obtain the USDA Foods at the SFSP Vended Operator site.
		2. The Vendor must credit monthly for the value of all USDA Foods received for use in the summer program (including both entitlement and bonus food) and including the market value of USDA Foods contained in processed end products. Credit issued by the Vendor to the SFSP Vended Operator for USDA Foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled.
		3. The Vendor must ensure that it has a perpetual inventory record maintained and submitted to the SFSP Vended Operator on a monthly basis. Failure of the Vendor to maintain a perpetual inventory shall be considered as evidence of improper distribution or loss of USDA Foods.

2.15.4. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods. The Vendor shall credit the SFSP Vended Operator for the value of all USDA Foods received for the use in SFSP Vended Operator's meal service in the summer program, including both entitlement and bonus foods, and including the value of donated foods contained in processed end products.

1. **Specific SFSP Vended Operator Responsibilities**
	1. Cleaning: The SFSP Vended Operator shall be responsible for cleaning the eating areas daily.
	2. Contract Document: The SFSP Vended Operator will prepare all contract documents.
	3. Financial Responsibility: The SFSP Vended Operator will retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation.
	4. Food Service Operation Conformance: The SFSP Vended Operator will ensure that the food service operation is in conformance with the SFSP Vended Operator’s Agreement with the ADE to participate in Summer Food Service Programs. [7 CFR 225.15(m)(3)]
	5. Management: In accordance with 7 CFR 225.15(a)(3) the SFSP Vended Operator will be responsible for meal ordering; assuming official record keeping responsibilities, including meal count information to substantiate claims; submitting claims; training and monitoring administrative and site staff; announcing availability of meals to the news media; and determining income eligibility and maintaining individual income eligibility statements.
	6. Media Release: The SFSP Vended Operator shall annually announce in the media serving area from which it draws its attendance the availability of free meals. [7 CFR 225.15(e)]
	7. Price Control: The SFSP Vended Operator will retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
	8. Procurement: The SFSP Vended Operator will conduct all procurement for the Child Nutrition Programs in accordance with 2 CFR 200.318-326.
	9. Program Monitoring: The SFSP Vended Operator will monitor all meals to ensure the food service is in conformance with program regulations.
	10. Retain Control of Food Service Program: The SFSP Vended Operator 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.
	11. Signature Authority: The SFSP Vended Operator will retain signature authority on the Child Nutrition Programs agreement. The SFSP Vended Operator will retain signature authority for the annual Child Nutrition Programs application by electronically submitting required information to the ADE.
	12. SFSP Compliance:

3.12.1 The SFSP Vended Operator shall assure that the Vendor has a copy of 7 CFR 255.16, the Meal Planning Option that is to be followed and all other technical assistance materials pertaining to the food service requirements of the **SFSP.**

3.12.2 The SFSP Vended Operator will, within twenty-four (24) hours of receipt from the ADE Health and Nutrition Services Division, advise the Vendor of any changes in the food service requirements.

* 1. SFSP Vended Operator Representative Duties:
		1. The SFSP Vended Operator shall ensure that a SFSP Vended Operator 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.
		2. The SFSP Vended Operator assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the **SFSP** and with local health and safety codes.
1. **General Terms**
	1. Affordable Care Act: The Vendor 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 Vendor shall bear sole responsibility for providing health care for its employees who provide service to the SFSP Vended Operator as required by State or Federal law.
	2. Agreement Modification, Nonperformance, or Default:
		1. This Agreement constitutes the entire understanding between the Vendor and the SFSP Vended Operator 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 SFSP Vended Operator and the Vendor. No assignment or transfer of this Agreement may be made, in whole or in part, without the prior written consent of the SFSP Vended Operator.
		2. The SFSP Vended Operator may, upon written notice of default to the Vendor, terminate the whole or any part of this Agreement in any one of the following circumstances:
2. If the Vendor 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
3. If the Vendor 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.
	1. 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.
	2. Applicable Law: The law of the State of Arizona shall govern this Agreement.
	3. Assignment: This Agreement may not be assigned by either party without the prior written consent of the other party.
	4. Audit: The SFSP Vended Operator shall have the right, at its expense, to inspect the books and records of the Vendor to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at the Vendor’s place of business.
	5. Authority: The SFSP Vended Operator 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.
	6. Cancellation: The SFSP Vended Operator 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.
	7. Civil Rights Compliance: The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §  1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws.  If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance.  This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA.  The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

* 1. 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.
	2. Employment: The Vendor 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.
	3. Energy Policy and Conservation Act: The Vendor 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. 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)]

* 1. E-Verify Requirement: The Vendor shall comply with all Federal immigration laws and regulations relating to employees and shall comply with ARS 23-214, Subsection A (After December 21, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
	2. Indemnity:
		1. The Vendor shall indemnify, defend and hold the SFSP Vended Operator harmless against any loss of damage (including attorney’s fees and costs of litigation) caused by the Vendor’s negligent act or omission, theft by the Vendor’s employees, or the negligent or intentional acts or omissions of the Vendor’s agents or employees. The Vendor shall defend any suit against the SFSP Vended Operator 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 Vendor’s employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Vendor 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.
		2. The SFSP Vended Operator shall promptly notify the Vendor in writing of any claims against the Vendor or the SFSP Vended Operator and, in the event a suit is filed, shall promptly forward to the Vendor all papers in connection therewith. The Vendor shall not incur any expense or make any settlement without the SFSP Vended Operator’s consent. However, if the Vendor refuses or neglects to defend any such suit, the SFSP Vended Operator 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 Vendor.
	3. Insurance:
		1. During the term of this Agreement, the Vendor 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 Vendor shall also name the SFSP Vended Operator as additionally insured under the liability policy for the duration of the contract. And upon request, the Vendor will provide the SFSP Vended Operator with a certificate evidencing such insurance coverage.
		2. 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
		3. 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 Vendor’s owned, hired, and non-owned vehicles.
	4. Non-Discrimination: The Vendor 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 Vendor 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.
	5. Payroll Taxes and Costs: The Vendor 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.
	6. Termination:
		1. Either party may, at any time during the life of this Agreement, terminate this Agreement without cause by giving thirty (30) days’ notice in writing to the other party of its intention to do so.
		2. The SFSP Vended Operator may terminate this Agreement upon written notice if the Vendor fails to fully comply with the terms and conditions.
		3. All notices to the SFSP Vended Operator shall be addressed to the SFSP Vended Operator at the address listed on the signature page, and all notices to the Vendor shall be addressed to the Vendor at the address listed on the signature page.
	7. Unavailability of Funds: The SFSP Vended Operator 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 SFSP Vended Operator shall give the Vendor prompt written notice after it knows that funding will not be available.
	8. Workers Compensation: The Vendor 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 SFSP Vended Operator.
1. **Vendor Certification Statements**
	1. Certificate of Independent Price Determination: The Vendor admits that all prices in this Offer 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 vendor or with any competitor certification regarding non-collusion. ***Complete and submit Certificate of Independent Price Determination form.***
	2. Conflict of Interest: The Vendor’s signature on this Agreement indicates there is no conflict of interest associated with the award of this Agreement. No one employed by the SFSP Vended Operator is related to or has any other personal or professional relationship with the Vendor and/or his/her family.
	3. Contract Work Hours and Safety Standard Act: The Vendor 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 Vendor 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 contract is under $2,500)***
	4. Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The Vendor, by signing this contract, certifies that it has 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 contract is under $25,000)***
	5. Certification Regarding Lobbying: The Vendor must sign and submit a Certification Regarding Lobbying and Disclosure of Lobbying Activities. The Vendor 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 contract is under $100,000)***
	6. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation: The Vendor 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. SFSP Vended Operator shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329). ***(Delete entire clause if the contract is under $100,000)***
	7. Performance Bond: The Vendor shall obtain a performance bond in the amount not less than ten (10) percent not more than twenty-five (25) percent of the value of the contract. The bond shall only be obtained from surety companies listed in the current Department of the Treasury Circular 570. No alternative forms of bonds shall be posted, including but not limited to cash, certified checks, letters of credit, or escrow accounts. [7 CFR 225.15(m)(7)] ***(Delete entire clause if the contract is under $100,000)***
2. **Signatures**

For the SFSP Vended Operator: For the Vendor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Representative Name of Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Representative Title of Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address Mailing Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing City, State, Zip Mailing City, State, Zip

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Telephone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address Email Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

