Illinois State Board of Education

**FOOD SERVICE AGREEMENT**

Summer Food Service Program (SFSP)

Contracts Less Than $150,000

Nutrition & Wellness Programs Division

100 North First Street, W-270

Springfield, IL 62777-0001

THIS AGREEMENT is made and entered into by and between:

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

*Name of Sponsor*

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*Name of Vendor*

The Vendor agrees to furnish meals as ordered by the Sponsor for the period of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Based on the following:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Meal Type** | **Estimated Servings per Day** | **Estimated Number of Serving Days** | **Unit Price** | **Total Price** |
| Breakfast |  |  |  |  |
| AM or PM Snack |  |  |  |  |
| Lunch |  |  |  |  |
| Supper |  |  |  |  |

The Vendor agrees to deliver \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (unitized or bulk) meals \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (inclusive or exclusive) of milk on a daily basis to the location(s) during the timeframes indicated in Schedule A, attached hereto and incorporated into this Agreement. The unit prices of each meal type which the Vendor agrees to furnish must be written in ink or typed in the blank space provided above. The price should be based on costs less the value of government donated foods provided by the Sponsor (this adjustment may be reflected in the unit price or in an adjustment on the final billing). The Vendor may not subcontract for the total meal, with or without milk, or for the assembly of the meals.

The unit prices submitted are based on the cycle menu in Schedule B, attached hereto and incorporated into this Agreement. The meals furnished shall meet or exceed Summer Food Service Program (SFSP) meal pattern requirements as specified in Schedule C, attached hereto and incorporated into this Agreement, and Title 7, Part 225 of the Code of Federal Regulations. If the Sponsor elects to participate in the offer vs serve option allowed in Section 225.16(f), the parties agree to meet the requirements defined in Part 210 of Title 7 of the Code of Federal Regulations, and an appropriate meal plan (Schedule C) must be added to this Agreement.

Notification of any changes in approved sites will be made by the Sponsor not less than \_\_\_\_\_\_ days prior to the day delivery of the meals are to begin or end. The Sponsor reserves the right to increase or decrease the number of meals ordered on \_\_\_\_\_\_\_\_\_\_hour(s) notice. Less notice may be provided, if mutually agreed upon between the parties of this Agreement at the time notice is given.

The Vendor agrees to package and deliver meals in containers that meet local health standards. Foods subject to spoilage must be maintained at temperatures of less than 41 degrees Fahrenheit or at 140 degrees Fahrenheit or above, as applicable, during transport. The Vendor assures it has State or local health certification at the meal preparation facility(ies) and that health and sanitation requirements will be met at all times. The Vendor must ensure that meals are inspected periodically to determine bacteria levels. The bacteria level results must be promptly sent to the Sponsor and the State Agency.

The Vendor shall attach a ticket with each delivery specifying the date and quantity of meals by type that are provided. The delivery ticket must also state the menu for the day so each site can ensure the proper meals are being delivered. The Sponsor or Sponsor’s representative must sign each delivery ticket, keep a copy, and document any discrepancies. The Vendor shall promptly submit itemized invoices to the Sponsor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (weekly or monthly), which specify the quantity of meals by type delivered during the preceding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (week, month). Invoices not provided within the time limit may be disallowed by the Sponsor.

The Vendor shall not be paid for unauthorized menus, incomplete meals, meals that do not comply with SFSP meal pattern requirements (Schedule C), meals not delivered within the specified delivery time period, meals rejected because they do not comply with temperature requirements, or foods that are substandard in quality or show signs of spoilage. The Vendor is responsible for any costs the Sponsor may incur as a result of replacing these meals. Vendors will be informed within forty-eight (48) hours of any disallowed meals.

The Vendor shall be paid by the Sponsor for all meals delivered in accordance with this contract and SFSP regulations. Neither United States Department of Agriculture (USDA) nor the State Agency assumes any liability to the Vendor, nor for payment to the Sponsor or Vendor of differences between the number of meals delivered by the Vendor and the number of meals served by the Sponsor that are eligible for reimbursement.

The Sponsor shall have the option to cancel this Agreement if the Federal government withdraws funds to support the SFSP. It is further understood that, in the event of cancellation of this Agreement, the Sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this Agreement.

The Vendor agrees to maintain all records (supported by invoices, menus, production records, receipts, etc) that the Sponsor needs to meet its responsibilities under Title 7, Part 225 of the Code of Federal Regulations. These records shall be available for inspection and audit by representatives of the Sponsor, the Illinois and/or Chicago Department of Public Health, the State Agency, U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place for up to three years from the date of receipt of final payment or until final resolution of any audits or investigations. The Vendor shall comply with the appropriate bonding requirements, as set forth in subsections 225.15(m)(5) through (m)(7) of Title 7 of the Code of Federal Regulations.

This Agreement may be terminated by either party upon thirty (30) days written notification. This Agreement is hereby executed by the following parties as of the date indicated below:

**Acceptance of Agreement**

Vendor Representative’s Signature

Printed Name of Vendor Representative

Title Date

Sponsor Representative’s Signature

Printed Name of Sponsor Representative’s Signature

Title Date