

Illinois State Board of Education
Nutrition Department
100 North First Street, W-270
Springfield, IL 62777-0001

FOOD SERVICE AGREEMENT
Summer Food Service Program (SFSP)
Contracts Less Than \$250,000

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 Exhibit A – Site Data Form 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(s) 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.

CONFLICT OF INTEREST AND LESS THAN ARMS LENGTH TRANSACTIONS POLICY

Federal regulations 7 CFR 225.17 state institutions must maintain standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Program payments. Independent reviewers may be from the private sector, another agency, or within the awarding agency, as long as they do not include anyone who has approval authority for the applications being reviewed or anyone who might appear to have a conflict of interest in the role of reviewer of applications. A conflict of interest might arise when the reviewer or the reviewer's immediate family members have been associated with the applicant or applicant organization within the past two years as an owner, partner, officer, director, employee, or consultant; has any financial interest in the applicant or applicant organization; or is negotiating for, or has any arrangement, concerning prospective employment.

FNS Instruction 796-2 Rev. 4 states that a less-than-arms-length transaction is one under which one party to the transaction is able to control or substantially influence the actions of the other(s). Such transactions include, but are not limited to, those between divisions of an organization; organizations under common control through common officers, directors or members; and an organization and a director, trustee, officer, key employee of the institution or such a person's immediate family, either directly or through corporations, trusts or similar arrangements in which a controlling interest is held. All less-than-arms-length transactions by SFSP organizations require specific prior written approval. You must contact ISBE to complete this Prior Written Approval.

A related party transaction is a transaction between the organization and its parent corporation, corporate divisions, subsidiaries, an employee(s), officer(s), agent(s) of the organization or members of their immediate family either directly or indirectly through corporations, trusts or similar arrangements in which they hold a controlling interest, no matter how represented. All related party transactions are less-than-arms-length transactions.

Failure to identify related party transactions, less-than-arms-length transactions, ownership interests in equipment, supplies, vehicles and facilities or disclose any other information to ISBE that inhibits ISBE's ability to make an informed assessment of the allowability of a particular cost will result in the disallowance of the cost and may subject the

institution, its principals, employees, consultants or others to the administrative and legal remedies available to the State agency and FNS.

ISBE reserves the right to request the following documentation throughout any point in the approval process of a new or existing sponsor:

- Copy of procurement conflict of interest policy
- List of vendors that received the solicitation/contract documents –include date and method of contact, the name of the individual soliciting the information, and the name of the individual providing the price or rate quotation.
- Record of all quotes/ bids received, and any notification received from vendors declining to bid. The bids should include the goods or services to be purchased, including the quantities upon which the price or rate quote was provided
- Completed evaluation summarizing all bids received
- Any other information deemed pertinent to identify if a related party transaction or if an apparent conflict of interest has occurred throughout the informal bidding process

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