



# DEPARTMENT OF EDUCATION

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 Secretary of Education  
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## School Nutrition Programs Contract Renewal for a Food Service Management Company School Year **[Enter SY]**

An existing fixed meal price contract for vended school meals by a Food Service Management Company (FSMC) may be renewed for one year with prior approval by the Delaware Department of Education and upon mutual agreement between the **[Enter School Food Authority (SFA) Name]** and **[Enter FSMC Name]**, hereafter referred to as SFA and FSMC.

The SFA and FSMC mutually agree to renew the original contract dated **[Enter Contract Date]** for an additional year beginning **[Enter Beginning Date]** and ending **[Enter Ending Date]**.

Reimbursable Meals Provided	Bid Price Price Per Meal <b>[Insert SY]</b>	1 <sup>st</sup> Year Renewal Price Per meal <b>[Insert SY]</b>	2 <sup>nd</sup> Year Renewal Price Per Meal <b>[Insert SY]</b>	Percentage Increase (use bid price)
Breakfast Inclusive of Milk				
Breakfast Exclusive of Milk				
Lunch Inclusive of Milk				
Lunch Exclusive of Milk				
After School Snack				

The SFA and FSMC acknowledge understanding that all provisions of the original signed contract remain the same for the entire renewal period stated above.

### SCHOOL FOOD AUTHORITY

### VENDOR

\_\_\_\_\_  
 Printed Name of Authorized Representative

\_\_\_\_\_  
 Printed Name of Authorized Representative

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Title of Authorized Representative

\_\_\_\_\_  
 Title of Authorized Representative

**DELAWARE DEPARTMENT OF EDUCATION**

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Aimee F. Beam, MS, RD, LDN  
Education Associate, Nutrition Programs

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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>, 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; or
2. fax:  
(833) 256-1665 or (202) 690-7442; or
3. email:  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

Civil Rights Assurance - According to FNS 113-1, Appendix B, (D)(2)(c)

“The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.”

“This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.”

“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.”