

**STATE OF DELAWARE  
DEPARTMENT OF EDUCATION  
SUMMER FOOD SERVICE PROGRAM**

**VENDOR CONTRACT**

\_\_\_\_\_, hereinafter contractor, hereby covenants and agrees to furnish and deliver required foods and supplies to \_\_\_\_\_, hereinafter sponsor, located at \_\_\_\_\_, in accordance with the following terms and conditions for the period \_\_\_\_\_ to \_\_\_\_\_.

Meal Type	Dates of Service	Total Days	X	Estimate d Quantity/ Day	X	Unit Bid Price	=	Total
Breakfast	_____	_____		_____		_____		_____
A.M. Snack	_____	_____		_____		_____		_____
Lunch	_____	_____		_____		_____		_____
P.M. Snack	_____	_____		_____		_____		_____
Dinner	_____	_____		_____		_____		_____
*	_____	_____		_____		_____		_____
						<b>Total</b>		_____

\*Special Picnic Menu

**A. General**

1. Contractor shall procure and maintain following insurance:
  - a) Workmen's compensation in accordance with the laws of the State of Delaware.
  - b) Liability coverage for bodily injury, property damage and products liability, including bodily injury and property damage caused by automobiles, with limits of \$500,000 for injury or death of any one person and \$1,500 for injury or death of two or more persons in any accident, \$100,000 property damage and \$200,000 products liability for any single occurrence.
  - c) Contractor shall furnish sponsor with such evidence of insurance as sponsor may reasonably require, including insurance covering contractor's contractual liability.

2. Contractor shall indemnify sponsor and state against loss or damage including attorney fees and cost of litigation caused by negligent acts of contractor or of contractor's agents or employees.
3. Contractor expressly agrees to defend any suit against sponsor personal injury, sickness or disease arising out of consumption or use of products purchased from contractor. Sponsor shall promptly notify contractor and Delaware Department of Education in writing of any claims against either contractor or sponsor, and if suit has been filed, shall forward to contractor and state all papers received in connection thereof. Sponsor shall not incur expense or enter into settlement without contractor's consent, provided however, that if contractor shall refuse or fail to defend, sponsor may defend, adjust, or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, are to be charged to contractor.
4. Contractor shall hold a valid registration with the state agency. Contractor must hold a current health permit for the facility in which is proposes to prepare meals for use in the SFSP.
5. Sponsor and contractor shall operate in accordance with current program regulations.
6. Sponsor may increase or decrease number of meal orders for individual sites if notice of change is given contractor 24 hours in advance of meal service.
7. All meals furnished by contractor must meet or exceed United States Department of Agriculture nutritional requirements, which are detailed in Schedule B.

B. Inventory

1. All books and records maintained by contractor pertaining to this contract shall be retained for a period of three years from the date of receipt of payment under this contractor. Records must be available for inspection and audit by representatives of the Delaware Department of Education, the United States Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place.

C. Billing

1. Sponsor shall be held responsible for maintaining accurate records of number of meals served.
2. Billing is to be on a weekly basis at the contract price times the number of meals served.
3. Sponsor shall not be billed for meals that are not servable in the SFSP (for example, incomplete meals delivered by the vendor, spoiled meals as a result of the vendor, or meals that were not delivered).

D. Payment

1. Contractor shall be paid by the sponsor for all meals served in accordance with the contract. However, neither the United States Department of Agriculture nor the state agency assumes any liability for payment of difference between the number of meals

delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

E. Communication

All communications will be between the designated sponsor representative and contractor operations office. A telephone service must be available at the contractor office to handle all problems relating to supply and distribution.

F. Menus

Menus are attached with indicated portion sizes.

G. Average Daily Participation

The “average daily participation” noted in this contract is an estimate. Actual quantities needed for the summer may vary. Sponsor reserves the right to adjust meal counts as needed.

H. Contingencies

1. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the option to terminate this contract upon five days written notice to contractor, if contract is terminated in this manner, sponsor shall remain liable for food prepared for delivery by contractor before notice is given. In contracts over \$150,000 this contract is further made contingent upon delivery by contractor to sponsor of a performance bond in the amount of at least 10 percent (10%), but not more than 25 percent (25%) of the total contract amount, to be furnished within ten (10) days of award of contract to ensure contractor’s full and faithful performance of its obligation hereunder. Upon satisfaction of the contract term, contractor shall be entitled to cancellation of performance bond.
2. Should contractor default in timely or adequate performance of any of its obligations hereunder, sponsor may, upon notice to contractor and state agency, utilize program payments to satisfy the debt or obligation owed sponsor by contractor.
3. Sponsor and contractor agree that sponsor may cancel contract within 72 hours notice to the contractor and with approval of the state agency for any one or more of the following documented reasons.
  - a) Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
  - b) Contractor fails to deliver any one meal type on any day without sufficient justification.
  - c) Ten percent (10%) of a sponsor’s sites under this contract, over a one-week period, received meal delivery outside of the approved time.
  - d) Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).

- e) Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
  - f) Meals are not in compliance with Section B.
4. Contractor may cancel this contract for the following documented reasons:
- a) An excess of 5 percent (5%) of the meals served under this contract, over a one-week period were disallowed by the state agency, and are attributed to sponsor's failure to meet its responsibilities under this contract or agreement with the state agency.
5. Sponsor and contractor verify right of state agency to terminate participation in the program if sponsor and/or contractor fail to abide by regulations of this program.
6. 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.

### **USDA Nondiscrimination Statement**

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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  
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.

I. Acceptance

Sponsor and contractor agrees to abide by all provisions specifications and stipulations in this contract, its Schedule A, B, and C, and any Specifications which are expressly made part of this Contract.

This Contract shall be effective beginning \_\_\_\_\_ and  
(Date)

ending \_\_\_\_\_ unless otherwise terminated in accordance  
(Date)

with instructions herewith.

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SIGNED \_\_\_\_\_  
Authorized Official of Sponsor Agency

Witness: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Print or Type Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

SIGNED \_\_\_\_\_  
Authorized Official of  
Food Service Management Company

Witness: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Print or Type Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

12/20/17 MAS  
DAB:klg  
Folder: SFS Forms & FSMC Contract  
Document: Contract.doc

## **Schedule A**

Schedule A is a list of sites. This list will be specific to each sponsor so this customized list should be inserted here.

## **Schedule B**

# U.S. DEPARTMENT OF AGRICULTURE

## REQUIRED MEAL PATTERNS

Attachment 3

### Summer Food Service Program Meal Pattern for Children

#### SELECT THE APPROPRIATE COMPONENTS FOR A REIMBURSABLE MEAL

FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST Serve all three	LUNCH OR SUPPER Serve all four	SNACK Serve two of the four
<b>Milk</b>	<b>Required</b>	<b>Required</b>	
Fluid milk (whole, low-fat, or fat-free)	1 cup <sup>1</sup> (½ pint, <sup>2</sup> 8 fluid ounces) <sup>2</sup>	1 cup (½ pint, <sup>3</sup> 8 fluid ounces) <sup>3</sup>	1 cup (½ pint, <sup>2</sup> 8 fluid ounces) <sup>2</sup>
<b>Vegetables and Fruits</b> <i>Equivalent quantity of any combination of...</i>	<b>Required</b>	<b>Required</b>	
Vegetable or fruit or	½ cup	¼ cup total <sup>4</sup>	¼ cup
Full-strength vegetable or fruit juice <sup>5</sup>	½ cup (4 fluid ounces)	¾ cup <sup>4</sup>	¾ cup (6 fluid ounces) <sup>5</sup>
<b>Grains/Breads<sup>6</sup></b> <i>Equivalent quantity of any combination of...</i>	<b>Required</b>	<b>Required</b>	
Bread or	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. or	1 serving	1 serving	1 serving
Cold dry cereal or	¾ cup or 1 ounce <sup>7</sup>		¾ cup or 1 ounce <sup>7</sup>
Cooked cereal or cereal grains or	½ cup	½ cup	½ cup
Cooked pasta or noodle products	½ cup	½ cup	½ cup
<b>Meat and Meat Alternates</b> <i>Equivalent quantity of any combination of...</i>	<b>Optional</b>	<b>Required</b>	
Lean meat or poultry or fish or	1 ounce	2 ounces	1 ounce
Alternate protein products <sup>8</sup> or	1 ounce	2 ounces	1 ounce
Cheese or	1 ounce	2 ounces	1 ounce
Egg (large) or	½	1	½
Cooked dry beans or peas or	¼ cup	½ cup	¼ cup
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds <sup>9</sup> or		1 ounce=50% <sup>10</sup>	1 ounce
Yogurt <sup>11</sup>	4 ounces or ½ cup	8 ounces or 1 cup	4 ounce or ½ cup

Meal Pattern Chart from SFSP Administrative Guidance 2016

### Endnotes from Meal Pattern Requirements Chart:

#### ENDNOTES

- <sup>1</sup> For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.
- <sup>2</sup> Served as a beverage or on cereal or used in part for each purpose.
- <sup>3</sup> Served as a beverage.
- <sup>4</sup> Serve two or more kinds of vegetable or fruits or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement
- <sup>5</sup> Juice may not be served when milk is served as the only other component.
- <sup>6</sup> Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) shall be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal shall be whole-grain, enriched or fortified. Serving sizes and equivalents will be in guidance materials to be distributed by FNS to State agencies.
- <sup>7</sup> Either volume (cup) or weight (ounces), whichever is less.
- <sup>8</sup> Must meet the requirements of 7 CFR 225 Appendix A.
- <sup>9</sup> Tree nuts and seeds that may be used as meat alternate are listed in Program guidance.
- <sup>10</sup> No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry or fish.
- <sup>11</sup> Plain or flavored, unsweetened or sweetened.

Endnotes from SFSP Administrative Guidance 2016



Approved by \_\_\_\_\_

Date \_\_\_\_\_

**SUMMER FOOD SERVICE PROGRAM  
SCHEDULE C  
FIVE DAY MENU PLANNER**

Sponsor \_\_\_\_\_

Agreement # \_\_\_\_\_

Telephone \_\_\_\_\_

WK. 1 _____ 2 _____ 3 _____	DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
REQUIRED COMPONENTS	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
<b>BREAKFAST:</b>										
1. Juice or Fruit or Vegetable										
2. Bread or Alternate										
3. Milk										
<b>AM SELECT 2:</b>										
1. Milk										
2. Juice or Fruit or Vegetable										
3. Bread or Alternate										
4. Meat or Alternate										
<b>LUNCH:</b>										
1. Meat or Alternate										
2. Juice or Fruit or Vegetable										
3. Fruit or Vegetable										
4. Bread or Alternate										
5. Milk										
<b>PM SELECT 2:</b>										
1. Milk										
2. Juice or Fruit or Vegetable										
3. Bread or Alternate										
4. Meat or Alternate										
<b>DINNER:</b>										
1. Meat or Alternate										
2. Juice or Fruit or Vegetable										
3. Fruit or Vegetable										
4. Bread or Alternate										
5. Milk										

\* PLEASE REFER TO SCHEDULE B OF THE AGREEMENT FOR PORTION REQUIREMENT\*

PORTION SIZE MUST BE INDICATED ON FORM FOR EACH MEAL TYPE

