NATIONAL SCHOOL LUNCH PROGRAM

# FOOD SERVICE MANAGEMENT COMPANY FIXED RATE CONTRACT

**Local Education Agency**

**Name:**

**Agreement Number: School Year - \_**

**Special Nutrition Programs**

**Division of Child Care and Early Childhood Education Department of Human Services**

## Arkansas Department of Human Services

## Division of Child Care and Early Childhood Education Special Nutrition Programs

### THE FOOD SERVICE MANAGEMENT COMPANY CONTRACT ADDENDUM

Cover Page…………………………….. Insert LEA school/facility name and agreement number

Page 3……………………………………………………………………. General Information

Pages 4 – 12……………………………………………………. Standard Terms and Conditions

Page 13…………………………………………………………………………… Agreement Page

Attachment I .................................................................Meal Patterns for School Lunch and Breakfast

 Attachment II…………………………………………………...… Lobbying Certification Form

Arkansas Department of Human Services

Division of Child Care and Early Childhood Education Special Nutrition Programs

Attention: NSLP

P. O. Box 1437, Slot S-155 Little Rock, AR 72203

Toll Free: 1-800-482-5850, Extension 682-8869 or Local: (501) 682-8869

**Contact Name**:

## GENERAL INFORMATION

1. Solicitation Intent

The intent of this Request for Proposal (RFP) is to obtain proposals from qualified and experienced food service management company (FSMC) to manage the food service operation in part, or in all, of the National School Lunch Program (NSLP) and School Breakfast Program (SBP) for the Pulaski County Detention Facility. The scope of the management must be clearly specified in the solicitation for an FSMC and in the contract awarded to the successful FSMC.

This solicitation is for the purpose of entering into a contract for the operation of a local education agency for , hereinafter referred to as the Local Education Agency (LEA).

The offerer or Food Service Management Company (FSMC)

 will be referred to as the FSMC, and the contract will be between the FSMC and the LEA (Local Education Agency – School/Facility).

In accordance with 7 CFR 210.16, any changes made by the LEA or FSMC to this prototype must be reviewed by Arkansas Department of Human Services (AR DHS) before this contract is executed. To comply with this requirement, the LEA must complete the necessary sections of this prototype contract. Then the LEA must submit the complete prototype contract to AR DHS for review. After AR DHS reviews the submitted prototype contract, the SFA may release the contract for soliciting proposals.

7 CFR 210.19 requires ARDHS to annually review each contract between the LEA and the FSMC to ensure compliance with program regulations. Regulations require ARDHS’s review of contract amendments and/or renewals before execution.

1. Final Contract

The original completed contract includes all documents included by the LEA in the Request for Proposal (RFP), and all documents submitted by the FSMC that

have been mutually agreed upon by both parties (i.e., worksheets, attachment and operating cost sheets).

STANDARD TERMS AND CONDITIONS

### I. Scope and Purpose

* + 1. *Duration of contract*. The effective date may be different than July 1, but the termination date must be June 30. Keep in mind that the effective date may not occur prior to the one which the contract is signed. This contract shall be for a period of up to one year, beginning on and ending ***June 30, \_\_\_\_\_\_*,** and renewed annually for no more than 4 additional years with mutual agreement between the LEA and the FSMC. 7 CFR 210.16(d)
		2. The FSMC shall operate in conformance with the LEA’s agreement with the Arkansas State Department of Human Services – Special Nutrition Programs (the State Agency.)

Check only the programs you will operate. If a program is added later (i.e, breakfast program), the appropriate procurement procedures must be followed. (Reference Item B on Page 3).

 National School Lunch Program (NSLP) A la Carte

 School Breakfast Program Catering

 After School Snack Program (ASSP) Vending

 Special Milk Program (SMP) Concessions

 Contract Meals Adult Meals

* + 1. The FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the LEA in Attachment A-1.
		2. The FSMC shall be an independent contractor and not an employee of the LEA. The employees of the FSMC are not employees of the LEA.
		3. The food service provided shall be operated and maintained as a benefit to the LEA’s students, faculty and staff.
		4. All income accruing as a result of payments by children and adults, federal and state reimbursement and all other income from sources such as donations, special functions, catering, a’la carte, vending, concessions, contract meals, grants and loans shall be deposited in the LEA’s food service account. Any profit or guaranteed return shall remain in the LEA’s food service account. The LEA and the FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income nor a cost-plus-a percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulation 7 CFR 210.16(c).
		5. The LEA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure

compliance with the rules and regulations of the State Agency and USDA regarding each of the CNP covered by this contract**.**

* + 1. The LEA shall retain control of the CNP food service account and overall financial responsibility for the CNP.
		2. The LEA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a’la carte (including vending, adult meals, contract meals and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk).
		3. USDA commodities shall not be used for special functions unless the LEA’s students will be the primary beneficiaries.

The LEA must include all food service programs; however, the LEA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the LEA’s regularly scheduled lunch or breakfast periods, provided such is prohibited by state or federal program regulations.

* + 1. The FSMC shall cooperate with the LEA in promoting nutrition education and coordinating the LEA’s food service with classroom instruction.
		2. The FSMC should establish an advisory board composed of parents, teachers, and students to assist in menu planning. 7 CFR 210.16(a)(8)
		3. The FSMC shall comply with the rules, regulations, policies and instructions of the State Agency and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250, 2 CFR 200 318-326, Appendix II to Part 200, 2 CFR 400, 2CFR 416, 2 CFR 417, and 2 CFR 418; 7 CFR Part 215 (SMP), if applicable; 7CFR Part 225 (SFSP), if applicable; and 7 CFR Part 226 (CACFP); if applicable.
		4. Meal Equivalents: For the purpose of making the meal count computation, include all Child Nutrition Programs (i.e., contract meals, SFSP meals, CACFP applicable), the number of lunches/breakfasts) 2 breakfasts equal 1 lunch)/after-school snacks (4 snacks equal 1 lunch) served to children shall be determined by actual count. The LEA shall determine a’la carte meal equivalents by dividing the a’la carte revenue from catering plus revenue from catering, vended meals and concessions by the sum of the total federal and state reimbursements (current year federal free reimbursement rate, state match reimbursement rate and state program reimbursement rate) plus the value of USDA entitlement and bonus donated foods. a’la carte revenue from vending machine sales as part of the a’la carte revenue.

## The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the Students’ Individual Educational Plans (IEPs) or 504 Plans and those non-abled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case when supported by a statement of the need for substitutes that includes recommended alternative foods unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.

. Gifts from FSMC: The LEA’s officers, employees or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors not potential contractors. To the extent permissible under state law, rules or regulations, such standards shall provide for appropriate penalties, sanctions or other disciplinary actions to be applied for violations of such standards.

### Signature Authority

The LEA shall retain signature authority for the application/agreement, free and reduced-price policy statement and programs indicated in Section I, Item B on page 4 and the monthly claim for reimbursement. (reference 7 CFR § 210.9 (a) and (b) and 7 CFR § 210.16 (a) (5).

### III Free and Reduced-Price Meals Policy

1. The LEA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster.
2. The LEA shall implement an accurate *point of service* count using the counting system submitted by the LEA in its application to participate in the CNP and approved by the State Agency for the programs listed in Item B on page 4, as required under USDA regulations. Such accounting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR § 245.8.
3. The LEA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification, if desired. The LEA shall be

responsible for the determination of eligibility for free or reduced-price meals and free milk, if applicable.

The LEA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable.

The LEA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations.

### USDA-Donated Foods

* 1. Any USDA-donated foods received by the LEA and made available to the FSMC must accrue solely to the benefit of the LEA's nonprofit school food service and SFSP programs, if applicable, and shall be fully utilized therein.
	2. The LEA shall retain title to all USDA-donated foods.
	3. Credit issued by the FSMC to the LEA for USDA-donated commodities received during each contract term and used in the LEA’s food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
	4. The FSMC is prohibited from entering into any processing contracts utilizing USDA- donated foods on behalf of the LEA. All refunds received from processors must be retained by the nonprofit school food service account.
	5. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods.
	6. The FSMC shall accept and use USDA-donated foods in as large quantities as may be efficiently utilized in the LEA's nonprofit food service, subject to approval of the LEA. The LEA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the LEA.
	7. The FSMC shall use all donated ground beef and ground pork products, and all processed end products, in the LEA’s food service.
	8. The FSMC shall use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the LEA’s food service; Assurance that the procurement of processed end products on behalf of the LEA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR 250 and with the provisions of distributing or LEA processing agreements, and will ensure crediting of the LEA for the value of donated foods contained in such end products at the processing agreement value. The method of determining the donated food values used in crediting shall be in accordance with 7 CFR 250.51(c) or the actual donated food values.
	9. The FSMC must credit the LEA for the value of all donated foods received for use in the LEA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). Any activities relating to donated foods that the food service management company will be responsible for, in accordance with 7 CFR 250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR 250.
	10. The LEA may perform onsite reviews of the FMSC’s food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
	11. The FSMC shall account for all USDA-donated foods separately from purchased foods. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods. Failure by the FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of USDA- donated foods.
	12. The FSMC shall have records available to substantiate that the full value of all USDA-donated foods is used solely for the benefit of the LEA.
	13. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

### Health Certifications

* 1. The LEA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any LEA facility.
	2. The FSMC shall maintain state and/or local health certifications for any facility outside the LEA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations 7 CFR § 210.16(c).

### Meals

* 1. The FSMC shall serve meals on such days and at such times as requested by the LEA.
	2. The LEA shall retain control of the quality, extent, and general nature of the food service.
	3. The LEA shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in the programs.
	4. In order for the FSMC to offer a' la carte food service, the FSMC must offer free reduced-price, and full-price reimbursable meals to all eligible children.
	5. The FSMC shall provide meals that meet the menu- planning option.
	6. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the LEA for each food component in the USDA meal pattern, or do not otherwise meet the requirements of the contract.
	7. The RFP contains a 21-day cycle menu developed in accordance with the regulations at 7 CFR 210.10, to be used as a standard for the purpose of basing proposals or estimating average cost per meal. An LEA with no capability to prepare a 21-day cycle menu may, with State agency approval, require that each food service management company include a 21-day cycle menu developed in accordance with the regulations in 7 CFR 210.10, with its proposal. The FSMC must adhere to the cycle menu for the first 21days of meal service. Changes thereafter may be made with the approval of the school food authority (7 CFR 210.16(b)(1)).

**Select one option:**

* + - \_\_\_\_\_The 21-day cycle menu is attached.
		- \_\_\_\_\_The proposal must include a 21-day cycle menu.

**\*\* See Attachment I: Lunch and Breakfast Meal Pattern**

### Geographic Preference

* 1. The FSMC, as the agent of the LEA, will maximize the use of Arkansas  grown/locally grown products, including but not limited to, fruits, vegetable, protein and dairy products, whenever possible, and when purchased by the LEA directly, such fruits, vegetables, protein and dairy products must be used by the FSMC  in the LEA’s Food Service Program.
	2. The FSMC shall engage in the Arkansas Farm to School Program, if applicable, in an effort to connect schools (K - 12) with Arkansas local farms in order to serve healthy meals using locally-produced foods, and participate in relevant state education and marketing initiatives that support farm to school.
	3. The FSMC shall produce a quarterly report which documents the procurement of Arkansas grown / locally grown products including the local farm source, the product(s) purchased and the value of the products purchased on behalf of the LEA.

### VIII. Books and Records

1. The FSMC shall maintain such record (supported by invoices, receipts, or

other evidence) as the LEA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the LEA no later than the tenth calendar day succeeding the month in which service were rendered.

Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. The LEA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.

1. The FSMC shall maintain records at the LEA to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
2. The FSMC shall provide the LEA with a year-end statement.
3. The LEA shall conduct an internal audit of food, labor, and other large expense items quarterly as well as performing random audits on smaller expense categories.
4. The LEA and the FSMC must provide all documents as necessary for the independent auditor to conduct the LEA's single audit.
5. Books and records of the FSMC pertaining to CNP operations shall be made available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain, in which the FSMC contract is in place, including extensions for audit, examination, excerpts, and transcriptions by the LEA and/or any state or federal representatives and auditors. (Reference 7 CFR §210.9[b][17].)
6. If audit findings regarding the FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit.
7. The FSMC shall not remove federally required records from LEA premises upon contract termination.

### Monitoring

1. The LEA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. (Reference 7 CFR §210.16.) Further, if there is more than one school site, there is an additional requirement that the LEA conduct an on-site review of the counting claiming system no later than February 1 of each year as required by 7 CFR §210.8.
2. The records necessary for the LEA to complete the required monitoring activities must be maintained by the FSMC under this contract and must be made available to the Auditor General, USDA, the State Agency, and the LEA upon request for the purpose of auditing, examination, and review.

### Non-discrimination

Both the LEA and the FSMC agree that no child who participates in the NSLP, SBP, SMP, ASSP, CACFP, or SFSP will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

### Emergency Closing

* 1. The LEA shall notify the FSMC of any interruption in utility service of which it has knowledge.
	2. The LEA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.
1. **Small and Minority Business**

Necessary affirmative steps will be taken to assure that small and minority businesses, women’s business enterprises and labor surplus area firms will be used when possible. 2 CFR 200.321.

### Term and Termination

* 1. This contract shall become effective on , and **terminate on June** **30, \_\_\_\_\_**. The contract may be renewed according to the items in Section **Item i on page 4.**
	2. The LEA or the FSMC may terminate the contract for cause by giving 60 days written notice.
	3. At any time, because of circumstances beyond the control of the LEA as well as the FSMC, the FSMC or the LEA may terminate the contract by giving 30 days written notice to the other party.
	4. Neither the FSMC nor the LEA shall be responsible for any losses resulting

if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the LEA, respectively, and which, by the exercise of due diligence, it was unable to prevent. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.

### SFSP Bonding Requirements, if applicable ( LEA should mark through this entire section if not SFSP)

1. A Food Service Management company shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
2. For a FSMC which submits a bid exceeding the simplified acquisition threshold in 2 CFR part 200, as applicable, shall obtain a bid bond in an amount not less than 5 percent nor more than 10 percent, as determined by the LEA, of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid. 7 CFR 225.15 (m)(5)
3. Each FMSC which enters into a food service contract exceeding the small purchase threshold in 2 CFR part 200, as applicable, with a sponsor shall obtain a performance bond in an amount not less than 10 percent nor more than 25 percent of the value of the contract for which the bid is made, as determined by the State agency. For a FMSC which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds the simplified acquisition threshold in 2 CFR part 200, as applicable. The LEA shall require the FMSC to furnish a copy of the performance bond within ten days of the awarding of the contract.(7 CFR 225.15(m)(6)
4. The FSMC shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. No sponsor or State agency shall allow food service management companies to post any “alternative” forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts. (7 CFR 225.15 (m)(7).

### Assurances

1. The FSMC 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. The FSMC hereby agrees that it will comply with the **Buy American Provision in 7 CFR 210.21(d) and 220.16(d).**

The FSMC must provide justification to the LEA if a product cannot be produced or processed in the US and does not meet the Buy American provision. Bananas for example cannot be produced in the US. An SFA would need a justification if they served bananas.

1. For contracts in excess of $100,000, the FMSC hereby agrees that it will comply with:
	1. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Appendix II of 2 CFR 200(E).
	2. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award. Appendix II of 2 CFR 200(I). See Appendix B to 3018-Disclosure Form to Report Lobbying.

**\*\* See Attachment II: Lobbying Certification**

1. For contracts in excess of $150,000, the FMSC hereby agrees that it will also comply with:
	1. Clean Air and the Federal Water Pollution Control Acts (42 U.S.C. 7401-7671q. and 33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Appendix II of 2 CFR 200(G).
	2. Remedies: Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Appendix II of 2 CFR 200(A).
2. The FMSC hereby agrees that it will also comply with the Debarment and Suspension Executive Order (Executive Orders 12549 and 12689)(2 CFR 200.213 and Appendix II to 2 CFR 200 (H).

**Civil Rights**

1. 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.
2. 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.
3. To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ocio.usda.gov/sites/default/files/docs/2012/Complain_combined_6_8_12.pdf), (AD-3027) found online at: <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:
4. **mail:** U.S. Department of Agriculture Office of the Assistant Secretary for

Secretary for Civil Rights Assistant, 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

1. **fax:** (202) 690-7442; or
2. **e-mail:** program.intake@usda.gov

**This institution is an equal opportunity provider.**

**AGREEMENT PAGE**

The offerer certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

The offerer certifies that all terms and conditions within the Solicitation shall be considered a part of the contract as if incorporated therein.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year.

ATTEST: LOCAL EDUCATION AGENCY

Name of LEA

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST: FOOD SERVICE MANAGEMENT COMPANY:

Name of FSMC

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed