

## Agreement to Furnish Foods for the Summer Food Service Program (SFSP)

This agreement is made and entered into between \_\_\_\_\_ and  
Name of Food Vendor  
 \_\_\_\_\_, WHEREAS the \_\_\_\_\_ agrees to provide  
Name of SFSP Organization Name of Food Vendor

**Food and/or Non-Food Items** to \_\_\_\_\_ for the rates herein listed:  
Name of SFSP Organization

<i>BIDDER COMPLETES THIS CHART</i>	Totals		Totals
<i>Food Only</i>	\$	<i>Nonfood items only</i>	\$
<i>Milk Only</i>	\$	<i>All food items</i>	\$
<i>Bread Only</i>	\$	<i>Food and Non-Food</i>	\$
<b>TOTAL OF ALL ITEMS</b>			<b>\$</b>

\*The contract period should not extend beyond one year. Therefore, the number of operating days should equal the total number of days the site(s) will be open for food service during the summer.

It is further agreed that \_\_\_\_\_, pursuant to the provisions of the SFSP Federal regulations, 7 CFR  
Name of Food Vendor

Part 225 will ensure that food and non-food items requested by the SFSP Organization will meet or exceed USDA requirements, and will maintain complete and accurate records that at a minimum include details regarding the preparation and delivery of food and/or non-food items ordered. Said records will be provided to \_\_\_\_\_

Name of SFSP Organization  
 promptly by the last calendar day of each month to meet its responsibility. It is further understood that the SFSP Organization is ultimately responsible for meeting accurate record keeping requirements and submission of all monthly claims for reimbursement in accordance with 7 CFR 225.

\_\_\_\_\_ acknowledges its responsibility to pay for all food and/or non-food items delivered  
Name of SFSP Organization  
 in accordance with this Agreement and federal regulations. \_\_\_\_\_ understands that

Name of Food Vendor  
 neither USDA nor Bright from the Start assume any liability for payment of food and/or non-food items ordered; nor does Bright from the Start or USDA assume liability for the Sponsor's non-payment for food and/or non-food items.

\_\_\_\_\_ agrees to retain all required records under the preceding clause for a period  
Name of Food Vendor  
 of three (3) years, plus the current year, from the date of receipt of final payment under this agreement (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the SFSP available to Bright From the Start, Georgia Department of Early Care and Learning, USDA, any of its Agents, and the General Accounting Office for audit or administrative review immediately upon request.

This agreement shall be effective as of \_\_\_\_\_ through \_\_\_\_\_. The Agreement may be terminated by  
Date: MM/DD/YY Date: MM/DD/YY  
 written notice given by either party to the other party, at least 10 days prior to the date of termination.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the dates indicated below:

\_\_\_\_\_  
**Signature and Title of Food Vendor**

\_\_\_\_\_  
**Signature and Title of SFSP Organization**

\_\_\_\_\_  
**Date: MM/DD/YY**

\_\_\_\_\_  
**Date: MM/DD/YY**

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