

## Food Service Management Contracted Labor Agreement to Furnish Meals – Pay per Staff (SFSP)

This agreement is entered into between \_\_\_\_\_ and \_\_\_\_\_  
SFSP Sponsoring Organization Name of FSMC

where pre-packaged, self-contained and/or bulk food items are purchased by \_\_\_\_\_  
SFSP Sponsoring Organization

and food is then prepared, combined, and/or cooked by the Food Service Management Company (caterer, restaurant, school food authority, etc.) named in this agreement.

\_\_\_\_\_ agrees to provide daily **unitized** meals/snacks (inclusive/exclusive) of milk/juice to \_\_\_\_\_  
Name of FSMC Circle one option

\_\_\_\_\_ for the rates herein listed below per number of staff and hours per week:  
SFSP Sponsoring Organization

Staff Hourly Rate	<input checked="" type="checkbox"/>	# of Staff	<input checked="" type="checkbox"/>	# of Hours per Week	<input checked="" type="checkbox"/>	# of Weeks for Agreement Period *	<input type="checkbox"/>	Estimated Salary of Staff
\$	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>	\$
\$	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>	\$
<b>Total Estimated Salary for all Staff</b>							<input type="checkbox"/>	\$

It is further agreed that \_\_\_\_\_, pursuant to the provisions of the SFSP Federal regulations,  
Name of FSMC

7 CFR Part 225 and the USDA Food Crediting Handbook, attached copies of which are part of this agreement, will ensure that meals/snacks meet the minimum meal pattern requirements, including creditable components and accurate portion sizes.

\_\_\_\_\_ agrees to maintain complete and accurate records that at a minimum include  
Name of FSMC

details regarding the preparation and delivery of meal/snacks ordered. Said records will be provided to promptly to the named Sponsoring Organization on the last calendar day of each month to meet its responsibility. It is further understood that the SFSP Sponsoring Organization is ultimately responsible for meeting accurate record keeping requirements and submission of all monthly claims for reimbursement in accordance with 7 CFR 225.

The above mentioned Food Service Management Company agrees to meal and/or snack preparation and food specification according to the terms outlined below:

### Meal Preparation

Meals shall be prepared in accordance with State and local health standards.

### Food Specifications

All meals in the menu cycle must meet the food specifications and quality standards. All meat and meat products, shall have been slaughtered, processed, and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.

Milk and milk products are defined as "...pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk. All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and be consistent with State and local standards for such milk." Milk delivered hereunder shall conform to these specifications. Special meal requirements to meet ethnic or religious need may not be specified, unless necessary to meet the needs of participants served.

Controlled processing is required for the safe preparation of food entering commerce. All food products will be obtained from sources that are under inspection of the authority having jurisdiction or otherwise approved by the Health Authority except for fresh produce. Fresh produce may be obtained from local sources. A Cottage License Industry is not considered an approved source for a foodservice establishment. Food must be purchased from commercial supplies under regulatory control. The source from where the food is purchased must have a wholesale license (unless it is fresh produce that is purchased). Sources of packaged food must be labeled in accordance with law. Food shall be kept at proper temperature during transport to the foodservice establishment and received at the proper temperature at the foodservice establishment.

\_\_\_\_\_ acknowledges its responsibility to pay for all meals/snacks delivered in accordance with this Agreement and federal regulations. \_\_\_\_\_ understands that neither USDA nor \_\_\_\_\_

Bright from the Start assumes any liability for payment of meals/snacks delivered, or the differences between the number of meals/snacks delivered and the number of meals/snacks served or claimed for reimbursement; nor does Bright from the Start or USDA assume liability for the Sponsor's non-payment for meals.

\_\_\_\_\_ agrees to retain all required records under the preceding clause for a period 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 \_\_\_\_\_ and should not extend beyond one year.

The Agreement may be terminated by 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:

\_\_\_\_\_  
**Name and Title of FSMC Authorized Representative**

\_\_\_\_\_  
**Name and Title of SFSP Sponsoring Organization**

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

\_\_\_\_\_  
**Signature SFSP Sponsoring Organization**

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

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

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



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048**

**Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

*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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) 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.*

### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.