**Agreement to Provide Meals for the Summer Food Service Program (SFSP) or Seamless Summer Option (SSO) Emergency Feeding Options**

This temporary agreement is made and entered into between Meal Vendor, hereby referred to as ‘Meal Vendor’ and Sponsor Organization/SFA, hereby referred to as ‘Sponsor Organization’. The purpose of this agreement is to provide meals during an [emergency feeding](https://www.cde.state.co.us/nutrition/nutriemergencyfeeding) situation where the Sponsor Organization is approved to serve meals *outside of normal program operations*. **This agreement is not effective until approved in writing by the CDE School Nutrition Unit.**

Whereas the Meal Vendor agrees to supply unitized meals Inclusive OR Exclusive of milk and juice to the Sponsor Organization with and for the rates listed below:

Breakfast $     each AM/PM Snack $     each Lunch/Supper $     each

The Meal Vendor will provide meals as ordered by the Sponsor Organization during the period of Date to Date (not to exceed 1 month unless approved by the CDE School Nutrition Unit). Meals are to be served       days a week. Chart 1 contains a list of participating sites.

The Sponsor Organization will order meals on  of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week. The Sponsor Organization reserves the right to increase or decrease the number of meals ordered on a       hour notice, or less if mutually agreed upon between the parties to this contract.

It is further agreed that the Meal Vendor, pursuant to the provisions of the Summer Food Service Program (SFSP) and/or Seamless Summer Option (SSO) regulations, available on the [Colorado School Nutrition Programs Web Page](https://www.cde.state.co.us/nutrition/nutriprograms), will assure that all meals meet the minimum meal pattern requirements as to components and portion sizes, and will maintain full and accurate records that the Sponsor Organization will need to meet its responsibility, including menu records containing the amount of food prepared and daily number of meals delivered by type. If [USDA Foods](https://www.colorado.gov/pacific/cdhs/child-nutrition-and-schools) (commodities) will be used in the preparation of meals, the Meal Vendor will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable. All USDA Foods used in the preparation of meals must be credited on the receipt/invoice to show the value of USDA Foods used. The Meal Vendor and Sponsor Organization will work with their local health departments to ensure that meals served meet all applicable health and food safety requirements. The Meal Vendor and Sponsor Organization will maintain all local health certifications for the facilities in which meals are prepared and served as required by the State of Colorado. The Sponsor Organization is under no obligation to pay for meals that do not meet the minimum requirements under this agreement.

These records must be reported to the Sponsor Organization promptly at the end of each week. Sponsor Organization agrees also to retain records required under the preceding clause for a period of 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 program available to state or federal representatives for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of Date. It may be terminated by notice in writing given by either party, at least days days prior to the date of termination. **This agreement will be null and void upon the date that the Sponsor Organization is no longer serving meals in the approved emergency feeding situation. This agreement does not apply to normal program operations or participation.**

Location of food preparation center(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In witness whereof, the parties have executed this agreement as of the dates indicated below:

Sponsor Official Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Meal Vendor Official Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit 1: List of Participating Sites**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Complete for all participating sites** | | **Indicate if hot or cold holding available at site** | | |
| **Site name/ grades** | **Address** | **SFSP** | **SSO** | **Notes** |
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**Exhibit 2: Contract Provisions for Sponsor Contracts under CNP Awards**

The Sponsor’s contracts must contain all applicable provisions described in 2 CFR 200 Appendix II, which may include the following:

1. Mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
   1. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency (EPA) regulations (40 CFR 15)
   2. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the “Act”), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR 5.
   3. Davis Bacon Act (all prime construction contracts in excess of $2,000)
   4. Rights to Inventions Made Under a Contract or Agreement
   5. Equal Employment Opportunity. all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246
   6. Procurement of recovered materials 2 CFR 200.322; Appendix II (J)
   7. The following civil rights laws, as amended:
      1. Title VI of the Education Amendments of 1972;
      2. Section 504 of the Rehabilitation Act of 1973;
      3. the Age Discrimination Act of 1975;
      4. Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and
      5. FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
   8. The Buy American provision for contracts that involve the purchase of food, as required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
      1. The Sponsor participates in the NSLP and SBP and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
      2. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to Sponsor and approved and will be retained with purchase records. The request must include the:
         1. Alternative substitute (s) that are domestic and meet the required specifications:
            1. Price of the domestic food alternative substitute (s); and
            2. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
         2. Reason for exception: limited/lack of availability or price (include price):
            1. Price of the domestic food product; and
            2. Price of the non-domestic product that meets the required specification of the domestic product.