



Office of Elementary, Middle, Secondary and Continuing Education
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**CONTRACTING FOR SCHOOL FOOD SERVICE
FACT SHEET 2
THE CONTRACT**

The Standard Bid Specifications and Contract form are continually subject to revision in order to incorporate all updated State and federal regulations as well as to clarify those areas that have been problematic to school districts in the past.

School districts are encouraged to include their own specifications and/or redefine certain clauses in the sample contract, before submitting the contract to prospective bidders.

I Certain areas in the contract are mandated by federal regulations 7CFR 210.16. These items must be a part of the bid specification:

- (1) Twenty-one day cycle menu - **This is the most important aspect of the bid specifications.** Menus must include all food items that should be available on a daily or weekly basis in each school. Menus are the basis for estimating costs and formulating bids. Federal regulations require menus, included in the bid, must be followed for the first twenty-one (21) days of service. The standards and style of service must be followed for the life of the contract.
- (2) Procurement Specifications - should list type, style and quality standards for items found in menus. For example: curly fries or crinkle cut fries.
- (3) Bid Form-
 - Bid must be a fixed fee
 - Award is to the lowest responsible bidder, responsibility to be determined by the board of education.
- (4) Performance Security
 - Must be at least 10% of annual projected operating cost.
- (5) Sixty-day termination clause
 - Either party may terminate contract for cause, with sixty days written notice. We recommend the notice be sent by certified mail, return receipt requested.
- (6) Prospective bidders must complete the non-collusive statement.
- (7) Prospective bidders must complete the financial Budget Projection. It should be reviewed to determine if the information is reasonable and accurate and to assist in determining the responsibility of the bidders.
- (8) Penalty Clause - See Term, Termination clause in the Agreement section of the contract.

(9) Authorized signatures of both parties. - The corporate affidavit gives authority to the FSMC personnel listed on the affidavit to sign the contract. The School board president's or executive director's signature is required on the contract and extension.

II Any time the words FSMC/SFA appear in the specifications the District must make a choice as to which party is responsible for the task.

THE CONTRACT REVIEW PROCESS IS AS FOLLOWS:

III For assistance, submit revised specifications to Sharon M. Smith for review at least **two weeks** prior to advertising for bids.

A. If specifications are satisfactory:

- (1) The district is notified, via telephone.
- (2) Follow contracting procedure outlined in Fact Sheet 1.

B. If specifications are not satisfactory:

- (1) Contact with the district will define problem areas.
- (2) District should revise material as indicated.

Note: Simultaneously with, or after the award of contract, alterations of the specifications that would permit an unfair advantage or favoritism *are prohibited*.

For further information or clarification, contact Sharon M. Smith at (518) 473-8781.