

Please find the USDA Commodity Agreement for the National School Lunch Program. Please complete the entire package, listing each school that participates in the National School Lunch Program, even if the school does not receive a direct delivery. In each section you are required to complete the lunch director's name and other pertinent information. If the information is the same you may wish to write "same as previous". Please include an email address for each of your lunch directors and accounts payable contact.

**Beginning with School Year 2015-2016, agreements are considered permanent. We will need to be notified of any changes throughout the school year and *before* the start of the new school year.**

Below I have listed some pointers that will assist you in correctly completing this agreement package. I recommend that if you have any questions while completing the packet, you call this office immediately. If the agreement is not completed correctly, we will have to send it back to you for corrections, which would delay the approval process.

1. **Be sure that the Superintendent, Assistant Superintendent, or Business Supervisor signs the bottom of the third page on the line above where it says "Signature of Authorized Representative of Recipient Agency."**
2. If a Food Management Company is being used, the Food Management Company Form must be completed along with the section of the Address Form for that school or school district and the contract for the school year must be sent to us to have on file. Please Note: The Superintendent is still the person to sign this Agreement. Do not have a representative of the Management Company sign this.
3. Please make sure that the paperwork is completed for the Department of Education as well. We cannot deliver food to your schools unless we have a signed agreement, food management contract (if applicable), and the Department of Education's approval. If we do not have current contact information we will be unable to notify you of changes in deliveries or ordering information.

Please remember that your district is responsible for all USDA foods stored in your schools. Be sure to assign someone to record and check temperatures of refrigeration units daily and immediately after power outages. Don't forget that this must be done during the summer months too.

We are requesting that you have agreement updates sent via email, fax, or mail by June 30<sup>th</sup> every year.

**Email – [surplus.distribution@nh.gov](mailto:surplus.distribution@nh.gov)**

**Fax – 603-271-6475**

**Address – 12 Hills Ave. Concord, NH 03301**

**Phone – 603-271-7838 or 603-271-8601**

**State of New Hampshire  
Department of Administrative Services  
SURPLUS DISTRIBUTION SECTION  
12 Hills Avenue, Concord NH 03301  
Tel (603) 271-8601 or (603)-271-7838**

**AGREEMENT  
FOR DISTRIBUTION AND USE OF USDA DONATED COMMODITIES**

In order to effectuate the programs of the United States Department of Agriculture (USDA) for the donation of food commodities, the Surplus Distribution Section and

\_\_\_\_\_  
Recipient Agency or SAU

\_\_\_\_\_  
Customer # (Extra spaces provided for multiple facilities)

\_\_\_\_\_  
Street and Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Fax Number

do covenant and agree as follows:

**GENERAL PROVISIONS**

1. Commodities will be requested and accepted only in such quantities as can and will be used in accordance with the rates and recommended period of utilization designed by the Surplus Distribution Section. Commodities shall not be sold, exchanged or otherwise disposed of without the consent of the Surplus Distribution Section. However, commodities may be transferred between recipient agencies upon the authorization of the Surplus Distribution Section if determined to be in the best interest of the distribution program.
2. A quantity of any donated commodity received by a recipient agency may be transferred by the recipient agency to bona fide experimental or testing agencies, or for the use in workshops for demonstrations or tests relating to the utilization of such commodity by the recipient agency. No such transfer may be made without prior approval of the Surplus Distribution Section.
3. Commodities shall be distributed only to recipient agencies eligible to receive them under the regulations and policies of the USDA. (See Eligibility) The Surplus Distribution Section shall be responsible for limiting distribution of Section 6 commodities to those schools participating in the National School Lunch Program on the basis of the average number of daily Type A lunches served as evidenced by information provided by September 1, and supplemented subsequently by the School Lunch Director.
4. The recipient agency agrees to promptly pay such reasonable service charges as are assessed by the Surplus Distribution Section to cover storage, processing, handling and delivery costs to predetermined delivery points. All funds accruing from the sale of containers, salvage of commodities, insurance, or the recoveries from loss or damage claims shall be used for the payment of expenses of the commodity distribution program.
5. Commodities shall not be distributed to any recipient agency whose normal food expenditures are reduced because of the receipt of commodities, except that this provision shall not apply to the distribution of Section 6 commodities.
6. Adequate facilities and personnel shall be provided by the recipient agency for the proper care, handling, storage and distribution of commodities to properly safeguard against theft, spoilage and other loss. Failure to provide such care will require full restitution to and as determined by the Surplus Distribution Section. All loss and damage to commodities or complaints shall be reported immediately to the Surplus Distribution Section for prompt handling. Upon the happening of an event to creating a claim in favor of the recipient agency from loss or damage of commodities caused by a warehouseman, carrier or other person, the recipient agency shall take all necessary action to obtain restitution. All amounts collected by such action shall be reported to and used only in accordance with instructions from the Surplus Distribution Section.
7. Commodities found to be damaged or out of condition and determined to be unfit for human consumption by Federal, State or local health officers or by other competent persons, shall be disposed of only in accordance with instructions from the Surplus Distribution Section.

8. Recipient agencies may employ commercial or institutional facilities to process commodities by converting them into different end products or by repackaging them. When this is done recipient agencies shall be required to enter into written agreements with such processing facilities but not until prior approval has been obtained from the Surplus Distribution Section. All such converted or repackaged commodities shall be plainly labeled "Contains Commodities Donated by the USDA - Not to be Sold or Exchanged."

9. All books and records pertaining to the receipt and use of commodities shall be kept for a period of three (3) years from the close of the Federal fiscal year to which they pertain.

10. The Surplus Distribution Section and the USDA reserve the right to inspect commodities in storage, the facilities used for storing such commodities and all records and reports pertaining to the distribution of commodities at any reasonable time.

11. The Recipient Agency assures the Surplus Distribution Section that in its administration of Distribution Programs, it will comply with all requirements imposed by or pursuant to Part 15, Subpart A of Title 7 CFR, of the regulations of the USDA (29 FR 16274) including any amendments thereto after the date of this agreement Federal food assistance is extended in reliance on the representations made herein.

The Surplus Distribution Section reserves the right to discontinue immediately further shipments of USDA donated foods to a Recipient Agency which fails to comply with the general intents and purposes set forth in this agreement, or any instructions issued pursuant thereto. Either the Surplus Distribution Section or the USDA, or both, shall have the right to take further action through available means when considered necessary, including prosecution under applicable State and Federal statutes or other judicial means of enforcement. USDA commodities will not be made available to agencies that practice discrimination in service, facilities or employment of persons because of race, color or national origin.

12. This agreement shall be effective when executed by both parties and shall continue in effect until terminated as provided herein. Either party hereto may, by giving at least thirty (30) days written notice, terminate this agreement. Upon receipt of evidence that the terms and conditions of the agreement have not been fully complied with by the recipient agency, the Surplus Distribution Section may terminate this agreement immediately by notice in writing to the recipient agency. Subject to such notice of termination or cancellation, recipient agency agrees to comply with the instruction of the Surplus Distribution Section either to distribute or redonate all remaining inventories of USDA donated commodities in accordance with the provisions of this agreement and to transmit such reports as are required by the Surplus Distribution Section to record the final disposition of such inventories. Recipient agencies will be held by the Surplus Distribution Section to record the final disposition of such inventories. Recipient agencies will be held accountable for any losses occurring prior to the date of termination which may be revealed in a final closeout audit of the recipient agency operation.

## CIVIL RIGHTS

*"The recipient agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112); Age Discrimination Act of 1975 (P.L. 94-135); and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the program applicant received Federal financial assistance from the Department and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.*

*This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with the Federal financial assistance extended to the program applicant by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.*

*By accepting this assurance, recipient agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the recipient agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the program applicant."*



# ADDRESS FORM

**GIVE ALL INFORMATION BELOW (Please Print or Type):**

Customer Number: \_\_\_\_\_ Facility Name: \_\_\_\_\_

Lunch director: \_\_\_\_\_ Contact person for commodities: \_\_\_\_\_

Telephone Number of contact person: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Billing: \_\_\_\_\_ Delivery: \_\_\_\_\_

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Customer Number: \_\_\_\_\_ Facility Name: \_\_\_\_\_

Lunch director: \_\_\_\_\_ Contact person for commodities: \_\_\_\_\_

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E-mail address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Billing: \_\_\_\_\_ Delivery: \_\_\_\_\_

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Lunch director: \_\_\_\_\_ Contact person for commodities: \_\_\_\_\_

Telephone Number of contact person: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Billing: \_\_\_\_\_ Delivery: \_\_\_\_\_

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If additional space is needed, please use the Address Form Continuation Sheet

Revision Date: 9/25/2015

## ADDRESS FORM CONTINUATION SHEET

*Use as a continuation sheet to page 4 of the Agreement or copy and use whenever you have a pertinent change to report.*

Effective date of change: \_\_\_\_\_ Person submitting change: \_\_\_\_\_

**GIVE ALL INFORMATION BELOW (Please Print or Type):**

Customer Number: \_\_\_\_\_ Facility Name: \_\_\_\_\_

Lunch director: \_\_\_\_\_ Contact person for commodities: \_\_\_\_\_

Telephone Number of contact person: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Billing: \_\_\_\_\_ Delivery: \_\_\_\_\_

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Customer Number: \_\_\_\_\_ Facility Name: \_\_\_\_\_

Lunch director: \_\_\_\_\_ Contact person for commodities: \_\_\_\_\_

Telephone Number of contact person: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Billing: \_\_\_\_\_ Delivery: \_\_\_\_\_

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Customer Number: \_\_\_\_\_ Facility Name: \_\_\_\_\_

Lunch director: \_\_\_\_\_ Contact person for commodities: \_\_\_\_\_

Telephone Number of contact person: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Billing: \_\_\_\_\_ Delivery: \_\_\_\_\_

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Contact person for accounts payable: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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Billing: \_\_\_\_\_ Delivery: \_\_\_\_\_

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Lunch director: \_\_\_\_\_ Contact person for commodities: \_\_\_\_\_

Telephone Number of contact person: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Billing: \_\_\_\_\_ Delivery: \_\_\_\_\_

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Lunch director: \_\_\_\_\_ Contact person for commodities: \_\_\_\_\_

Telephone Number of contact person: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Billing: \_\_\_\_\_ Delivery: \_\_\_\_\_

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**RETURN TO: Surplus Distribution Section  
12 Hills Avenue  
Concord NH 03301**

# FOOD MANAGEMENT COMPANY

YES, my facility is currently utilizing a FOOD MANAGEMENT COMPANY.

Customer No.: \_\_\_\_\_  
Facility Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

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Management Co: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

\*Please Note: An Address Form (attached to the Agreement) must be completed along with this form. These forms are used for different reasons therefore, both must be completed.

**ALSO, AN ENTIRE COPY OF YOUR MANAGEMENT COMPANY CONTRACT MUST BE INCLUDED WITH THIS FORM.**

# THANK YOU!