

## AGREEMENT FOR SERVICES

AGREEMENT this 8<sup>th</sup> day of February, 2023 by and between the Ballston Spa Central School District, hereinafter referred to as “District”, with its principal business address at 70 Malta Avenue, Ballston Spa, New York and HMB Consultants, with a business address at 3 Douglas Lane, Voorheesville, New York, hereinafter referred to as “Consultant.” District and Consultant may hereinafter be collectively referred to as “the Parties.

WHEREAS, District desires to obtain certain services and activities from Contractor and Contractor wishes to provide such services and activities; and,

WHEREAS, the parties have discussed and agreed on the following terms and conditions for such Agreement,

IT IS THEREFORE AGREED:

**1. Qualifications**

Contractor is qualified and if required, licensed and/or certified, to provide the services required by this Agreement and will maintain such qualifications during the term of this Agreement.

**2. Term**

The Contractor is hereby retained by District as an independent contractor. The terms of this agreement shall begin February 1, 2023 and end June 30, 2023.

**3. Services**

Contractor shall perform the services and work (hereinafter “Work”) described as follows:  
See Attachment A.

**4. Schedule**

Contractor will coordinate the schedule to meet the District’s needs. Such work may be required during particular hours, on particular days or in a particular location, in order to complete the assignment. The Contractor shall work with the District so as to coordinate any work to be performed so as to minimize the disruption to District staff and students.

**5. Fees and Charges**

See Attachment B.

**6. Independent Contractor**

Contractor is an independent contractor and not an employee of District. The Contractor is not entitled to any benefit plan afforded to the employees of District, Worker’s Compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of District. District will provide Contractor with Internal Revenue Service Form 1099. Contractor is responsible for payment of taxes due for payments under this Agreement.

**7. Payment**

Payment pursuant to this Agreement is dependent upon the satisfactory completion of work, faithful compliance with the Agreement, acceptance of the Work by District, and periodic submission of invoice(s) describing work performed.

## **AGREEMENT FOR SERVICES**

### **8. Record Confidentiality**

The Contractor shall observe and require the observance by all subcontractors and/or employees of all applicable Federal and New York State requirements relating to the confidentiality of records and information provided to the Contractor by the District, including but not limited to, student records.

### **9. Record Ownership**

All records generated by the Contractor as a result of rendering services under this Agreement shall be the property of the District and maintained in District files. The Contractor may maintain duplicate records for its purpose consistent with confidentiality requirements.

### **10. Assignment**

The Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement and its obligations there under without the prior written consent of the District.

### **11. Indemnification**

The Contractor shall defend, indemnify and save harmless the District, its employees and agents from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees or agents.

### **12. Insurance**

The Contractor agrees to procure and maintain, at no additional expense to the School District, general liability insurance (including application to any claims of professional liability) in the amount of \$1,000,000 and workmen's' compensation insurance in accordance with New York State Law. The Contractor further agrees that, at the District's request, it shall furnish a certificate of insurance to the School District showing that the requirements of this provision are satisfied. The liability insurance shall further provide that it may not be changed or canceled without thirty (30) days prior written notice to the School District.

### **13. Non-Discrimination Clause**

The Contractor agrees that neither it, nor any of its subcontractors, shall violate any Federal or New York State laws regarding discrimination in employment.

### **14. Termination**

This Agreement shall terminate upon submission by the Contractor of the product and services described above in a form and manner satisfactory to the District or upon mutual agreement. The Parties reserve the right to terminate this Agreement upon failure by either party to meet the terms and conditions set forth herein. The District has the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the Contractor.

### **15. Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the law of the State of New York.

**IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year**

**AGREEMENT FOR SERVICES**

**written below.**

By: \_\_\_\_\_  
Signature- Contractor Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor Representative Name (Printed)

By: \_\_\_\_\_  
Ballston Spa Central School District

Date: \_\_\_\_\_

# AGREEMENT FOR SERVICES

## Attachment A

### **Overview of Consultant Services for the Development of Child Nutrition Program Bid Specifications for a Food Service Management Company**

HMB Consultants will provide and/or conduct the following:

- Evaluate the District's existing facilities and operations.
- Identify all food service related programs.
- Analyze existing meal participation and identify meal trends to be included in the Specifications.
- Review current a la carte price structure, as well as student meal prices for 2023-24 including the completion of the PLE Tool if desired.
- Address the current and proposed portion sizes of all items at each building to ensure that they meet and exceed NYSED and USDA requirements and are in line with the District's desires.
- Incorporate the District's specific needs into the Specifications for all meal programs.
- Evaluate the current FSMC's guaranteed financial return to the District and ensure District costs, including Program expenses, are accounted for.
- Analyze current or develop a proposed 21-day menu for breakfast and lunch according to District requirements.
- Deliver the Specifications draft to the Assistant Superintendent for Business for final approval prior to solicitation of bids, including but not limited to:
  - Required provisions from the latest Re-Authorization Act
  - Food service vehicle needs
  - Retention of or increase existing food service staff members
  - USDA commodity usage
  - Insurance requirements
  - Sanitation standards
  - Billing procedures
  - Performance security
  - Wellness Policy requirements
  - Nutrient Analysis capability
  - Nutrition Education
  - Sustainability Involvement
  - Promotional requirements
  - Any additional District requests

## AGREEMENT FOR SERVICES

- Solicit only professional food service contractors who are recognized by the New York State Education Department.
- Develop a customized, itemized timetable for the entire bid process (see proposed enclosed schedule). The relevant steps in the process are as follows:
  - HMB will conduct a pre-bid conference to assemble all contractors for an informational session to discuss the approved specifications as they relate to the District.
  - HMB will then take all contractors on a tour of the District, building by building, to afford each contractor the ability to observe the existing District facilities.
  - HMB will oversee the opening of the bids on the specified bid opening date.
  - HMB will evaluate all the contractors' proposals and bid amounts in detail, ensuring each contractor meets all specifications and requirements.
  - After a thorough review, HMB will recommend the contractor that is the lowest responsible bidder, in accordance with applicable NYSED regulations, to the District for their final approval.
  - After the District School Board approves award of the contract to the recommended contractor, HMB will work with the Assistant Superintendent for Business to complete the SED-required contract checklist, and submit the specified number of copies of the contract for approval to NYS Education Department.

## AGREEMENT FOR SERVICES

### Proposed 2023-24 Child Nutrition Bid Schedule

All dates are predicated on the release of the new prototype specifications by early March 2023 by the NY State Education Department.

Mid- March 2023	The School District will forward to HMB the list of items needed from both the FSMC and the District.
Early April 2023	HMB to review a draft copy of detailed specifications to the Assistant Superintendent for Business; approximately 1.5 hours needed via Zoom.
Mid-April 2023	HMB to send specifications to the NYS Education Department for approval.
Late April 2023	The District will place an ad in the official School District newspaper.
Early May 2023	HMB to email bid specifications to interested FSMCs
Mid-May 2023	HMB to conduct the vendor conference starting at the District Business Office.
<b>Late May or Early June 2023</b>	<b>HMB to conduct Bid Opening, Time TBD</b>
One Day after Bid Opening	HMB to provide vendor recommendation to the District.

## AGREEMENT FOR SERVICES

### **Attachment B**

The following fee schedule includes all extraneous costs and fees incurred by HMB Consultants in the preparation of the Specifications. This flat fee encompasses the entire procedure, inclusive of the on-site meetings, draft and final Specifications, vendor conference, bid opening and final submission to SED. Total Fees for Service: \$12,500.00

If, for whatever reason, NYSED allows an extension of the current food service contract for the 2023-24 school year and the District chooses not to bid the contract, HMB Consultants will honor this proposal and fee structure for the development of the Bid Specifications and Contract for the 2024-25 school year.