

FOOD SERVICES AGREEMENT

THIS FOOD SERVICE AGREEMENT (hereinafter referred to as the “Agreement”) effective October 1, 2026, is entered into by and between **G.A. Food Services of Pinellas County LLC** located at 12200 32nd Court N, St. Petersburg, FL 33716 (hereinafter referred to as “CONTRACTOR”) and the **Augusta-Richmond County** located at located at 2027 Lumpkin Road, Augusta, GA 30916 (hereinafter referred to as the “COUNTY”). Individually referred to as the “Party” and collectively referred to as the “Parties”

WHEREAS, the Central Savannah River Area Regional Commission Area Agency on Aging (hereinafter referred to as “CSRA”) has deemed the CONTRACTOR a qualified food vendor for the counties within its service area, and

WHEREAS, the COUNTY is a participant in the CSRA nutrition service program, and

WHEREAS, the COUNTY desires to engage the CONTRACTOR to render certain meal services under the provisions of the Older Americans Act of 1965, as amended.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, as well as other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

- I. **Engagement.** The COUNTY agrees to grant the CONTRACTOR the exclusive right to provide meals to CSRA’s senior nutrition program participants during the Term of the Agreement.
- II. **Compensation.** The CONTRACTOR shall be compensated for the work and services to be performed under this contract as set forth in Attachment A.
- III. **Scope of Services.** The CONTRACTOR shall perform and carry out in a satisfactory and proper manner, the work and service described in Attachment B, which is attached hereto and made a part of hereof.
- IV. **Term.** The effective date of this contract is October 1, 2026 through September 30, 2027. The COUNTY has the option to renew for an additional three (3) one-year renewals. For each renewal the CONTRACTOR reserves the right to adjust the rates based upon 5.5% Consumer Price Index (CPI) calculated year over year.
- V. **Terminations.**
 - A. If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR has violated any of the covenants, agreements, representations, or stipulations of this Contract, COUNTY shall thereupon have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, which may be immediate.
 - B. Either Party may terminate this Contract without cause at any time by giving written notice to the other Party of such termination and specifying the effective date thereof, at least ninety

(90) days before the effective date of such termination.

- C. Upon termination, the CONTRACTOR shall submit the final contract expenditure report not later than forty-five days after the effective date of termination.

VI. **Indemnification.**

- A. The CONTRACTOR shall indemnify, hold harmless, and defend COUNTY against all loss, cost, expense, and reasonable attorney's fees arising out of any demand, claim, or suit of any kind or character whatsoever arising out of the conduct of the CONTRACTOR, its agents or employees including without limitation, any claim alleging personal injury or property damage arising out of the transportation of meals or other food to the various sites and any claim alleging personal injury, sickness, or disease arising out of the storage, preparation, delivery or consumption of meals except to the extent that such demand, claim, or suit arises solely from the negligence or fault of the COUNTY without any negligence or fault on the part of the CONTRACTOR.
- B. The COUNTY shall indemnify, hold harmless, and defend CONTRACTOR against all loss, cost, expense, and reasonable attorney's fees arising out of any demand, claim, or suit of any kind or character whatsoever arising out of the conduct of the COUNTY, its agents or employees including without limitation, any claim alleging personal injury, sickness, or disease arising out of the storage, serving, or consumption of meals except to the extent that such demand, claim, or suit arises solely from the negligence or fault of the CONTRACTOR without any negligence or fault on the part of the COUNTY.

- VII. **Miscellaneous.** All Proprietary Items are confidential to and are and will remain the sole and exclusive property of the CONTRACTOR. Proprietary Items shall be those items prohibited from disclosure by counties under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.). In the event the COUNTY receives, obtains access, or otherwise is exposed to any Proprietary Items, the COUNTY will and shall cause its officers, employees, and agents to, (a.) hold the Proprietary Items in trust and in the strictest confidence, (b.) not produce, use, distribute or otherwise disseminate the Proprietary Items except to the extent necessary to aid the performance of the services provided by the CONTRACTOR, and (c.) otherwise protect the Proprietary Items from disclosure. Upon request by the CONTRACTOR and/or termination of this Agreement, the COUNTY shall return all property belonging to the CONTRACTOR, including without limitation, all tangible materials (originals or copies) containing or embodying Proprietary Items then in its custody, control, or possession. Notwithstanding anything above, CONTRACTOR and COUNTY shall comply with all applicable provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.).

- VIII. **Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, COUNTY shall not enter into a contract for the physical performance of services unless CONTRACTOR shall provide evidence on COUNTY-provided forms, attached hereto as Attachments “F” and “G” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and CONTRACTOR’s subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the

contract period. CONTRACTOR hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Attachment "F", and submitted such affidavit to COUNTY. Further, CONTRACTOR hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

- IX. **Civil Rights Affirmative Action Compliance.** The CONTRACTOR shall be an Equal Opportunity Employer and conform to the provisions of the Civil Rights Act of 1964. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, CONTRACTOR agrees that, during performance of this agreement, CONTRACTOR, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, CONTRACTOR agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this agreement.
- X. **Applicable Laws and Regulations.** The CONTRACTOR shall perform its duties in accordance with the provisions of the Older Americans Act of 1965, as amended, and all rules, regulations, standards, and directives issued there under, the Georgia Division of Aging Services Policies and Procedures, and the Area Agency on Aging Policies and Procedures Manual. The CONTRACTOR shall comply with all other applicable federal, state, and local laws, rules and regulations which deal with or relate to the operations of programs under this Contract. The applicable provisions of the Federal Fair Labor Standards Act of 1938, as amended, together with duly promulgated rules and regulations of the United States Department of Labor are applicable to this compliance. The CONTRACTOR agrees to fully reimburse COUNTY for any loss of funds or resources resulting from noncompliance by the CONTRACTOR.
- XI. **Records.** The CONTRACTOR shall maintain all books, documents, papers, and other records relating to the work performed under this Contract for a period of six (6) years from the date of the submission of the final invoice or expenditure report. If any litigation, claim, or audit is begun before the expiration of the six -year retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The CONTRACTOR shall include the provisions of this paragraph in any subcontract executed in connection with this Contract.
- XII. **Entire Agreement.** This Contract incorporates all prior proposals, negotiations, interpretations, and understandings between the parties and is the full and complete expression of the Contract.
- XIII. **Amendments.** Any change, alteration, deletion, or addition to the terms set forth in this Contract must be in the form of a written amendment signed by both parties, unless otherwise specified herein.

IN WITNESS WHEREOF, COUNTY and the CONTRACTOR, acting by and through their duly authorized officers, agree to the terms and conditions of this Contract, set forth above, by affixing their signatures hereto.

AUGUSTA-RICHMOND COUNTY (COUNTY) GA FOOD SERVICES (CONTRACTOR)

Signature: _____

Name: _____

Title: _____

Date: _____

Signature:  _____

Name: Debra Silvers

Title: Chief Compliance Officer & GC

Date: 08/04/2026

ATTACHMENT A

PRICING

1. The purchase price for all regular meals ordered by COUNTY under this Contract shall be computed as follows:

October 1, 2026 - September 30, 2027

Meal Type	Price per Meal
Frozen TMS, or shelf-stable Delivered to Center/site	\$6.87
Hot Meal Price (Bulk or pre-plate)	\$6.87
Frozen TMS or shelf-stable Delivered to Home	\$8.50

ATTACHMENT B SCOPE OF SERVICES

I. Products and Services to be delivered

- A. The CONTRACTOR shall provide meals in a satisfactory manner to the COUNTY under the requirements of Title III of the Older Americans Act of 1965, as amended and applicable federal and state rules and regulations.
- B. The CONTRACTOR should conform to current food bid and food service specifications of the Division of Aging Services of the Georgia Division of Aging Services, the Georgia Department of Medical Assistance, and CSRA.
- C. The CONTRACTOR warrants that the meals prepared by CONTRACTOR under this Contract will be wholesome, suitable for human consumption, and will satisfy the nutrition requirements of existing regulations pursuant to Public Law 95-478 and Public Law 93-647.
- D. The CONTRACTOR shall procure and keep in effect, all necessary licenses, permits, and food handlers' cards, as required by law and shall post such licenses, permits, and cards in a prominent place within meal preparation areas, as required. The CONTRACTOR's premises shall be available for inspection by Department of Human Services, COUNTY, and/or local officials.

II. Invoicing and Payments

- A. COUNTY will provide the CONTRACTOR with its tax exemption certificate and number in order to waive state sales tax.
- B. The CONTRACTOR shall invoice the COUNTIES with a copy to CSRA by the third (3th) day of each week for the meals delivered by the CONTRACTOR during the preceding week. Invoices shall be on the CONTRACTOR's standard form. Additionally, the CONTRACTOR will submit a monthly statement to COUNTIES and CSRA by the third (3rd) day of the month.
- C. The COUNTIES shall pay the monthly statement within thirty (30) days from monthly statement date to the CONTRACTOR. Payment shall be remitted to:

GA Food Service of Pinellas County
ATTN: Accounts Receivable
12200 32nd Court N,
St Petersburg, FL 33716

III. Type, Nutritional Content, and Number of Meals Required by Site

- A. Federal and state regulations require that each meal served meet the Dietary guidelines for Americans published by the Secretary of Agriculture and provides 33 1/3 % of the current Dietary Reference Intakes for adults (DRI) and that all meals served comply with all federal, state and local health ordinances and nutrition program standards for food handling, processing, temperatures and food safety.
- B. Meals will be served five (5) days per week, Monday - Friday, excluding the following holidays, unless otherwise negotiated by the site:
 - 1. New Year's Day and one additional Day

2. Martin Luther King Day
 3. Good Friday
 4. Memorial Day
 5. Juneteenth
 6. Independence Day
 7. Labor Day
 8. Veterans Day
 9. Thanksgiving Day and the Day after Thanksgiving
 10. Christmas Day and one additional day immediately before or after Christmas
 11. Juneteenth – Richmond County
- C. Shelf-stable and/or frozen meals on the holidays specified above may be provided with mutual consent between the vendor and the local sites.
 - D. Food must be attractive, palatable, and appealing to the older person to assume maximum individual consumption.
 - E. In purchasing, storing and preparing, delivering, and serving meals, the food vendor and nutrition services provider must comply with all federal, state and local health laws and must follow procedures to preserve nutritional value and food safety.
 - F. All raw food used in the preparation of meals shall be of unquestionable high quality. The following minimum standards will be met:
 - i. Canned fruits and vegetables USDA Grade A Fancy or better. Fruits must be packed in natural juice not light or heavy syrup.
 - ii. Milk must be lowfat/fat free and in a variety of flavors including chocolate and white.
 - iii. Lowfat/fat free flavored yogurt or Lactaid milk daily as alternative for above milk/.
 - iv. Fresh fruits and vegetables - #1 quality.
 - v. Poultry - USDA Grade A or better.
 - vi. Beef - USDA choice or better.
 - vii. Pork- USDA #1 or better.
 - viii. Eggs and dairy products - USDA Grade A or better.
 - ix. Salt - iodized.

IV. Menu Plan

- A. The CONTRACTOR shall provide menus on a four (4) week cycle with all menus planned by a registered Dietician or a qualified nutritionist.
- B. The CONTRACTOR shall submit all proposed menus to the COUNTY at least six (6) weeks prior to planned implementation to allow adequate time for review by the site councils and state nutritionist.
- C. Two (2) menus for picnic lunches shall be submitted. Picnic lunches must meet the same 1/3 RDA allowances and temperature requirements and require prior approval by the AAA nutrition services provider.
- D. Non-scheduled substitutions shall be permitted so long as a reasonable substitution is

provided.

V. Disposable Supplies

The **CONTRACTOR** shall, provide as per **Attachment C – CSRA Supply Order Form**.

VI. Procedures for Ordering Meals

The **COUNTY** shall notify the **CONTRACTOR** of its meal orders by completing the CSRA Order Form found under **Attachment D – CSRA ORDER Form**. The CSRA Order Form must be submitted via email to the **CONTRACTOR** on Thursdays one (1) week in advance. The **COUNTY** must have a minimum of fifteen (15) participants daily for meals to be delivered to **COUNTY** centers/sites.

VII. Delivery of Meals

- A. The **CONTRACTOR** shall follow an established delivery schedule for each of the sites served. Any changes in the established delivery schedule due to individual site closure, vehicle breakdown, or acts of nature, will be communicated to the **COUNTY**, CSRA and to the individual site managers.
- B. The **CONTRACTOR** shall use insulated containers for hot and cold food transportation of meals to the **COUNTY** and maintain the required food temperatures.
- C. Vehicles used in delivery of meals shall be enclosed and shall be equipped with adequate facilities for maintaining food at safe temperatures. Both equipment and vehicle must be clean and meet the standards and regulations of the Georgia Department of Human Services and the Georgia Division of Aging Services.
- D. Upon delivery of the meals to each nutrition site, the **CONTRACTOR's** driver and an authorized **COUNTY** representative shall sign a receipt evidencing the time of the receipt of food as well as the temperatures. If a digital receipt is utilized, a copy will be emailed to each site by the end of the day. The receipt should indicate the time that the meals left the cooking site and must be signed by the supervisor at the cooking site.
- E. The **CONTRACTOR** shall provide space on the receipt form, or on a separate form supplied by the **CONTRACTOR**, for reporting shortages, un-authorized substitutions, complaints, comments and supply requests.

VIII. Contingency Plans. A procedure for emergencies, including weather related emergencies, vehicular breakdown, food delivered outside of specified temperature standards, and food contamination or spoilage, must be developed by the **CONTRACTOR** in consultation with **COUNTY**. The **COUNTY** will notify the **CONTRACTOR** of weather-related closures by mid-night of the day before the closure.

IX. Reports. The **CONTRACTOR** agrees to provide to **COUNTY** such financial and programmatic reports in such form and frequency as **COUNTY** may require in order to meet **COUNTY's** requirements for reporting to the funding agencies.

X. Review and Coordination. To ensure adequate assessment of the **CONTRACTOR's** program and proper coordination among interested parties, **COUNTY** shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The **CONTRACTOR** may be required to meet with designated representatives of **COUNTY** and the funding agencies from time

to time to review the work and services performed. Reasonable notice of such review meetings shall be given to the CONTRACTOR by COUNTY and CSRA.

XI. Inspections. Authorized representatives of COUNTY, the funding agencies, or the Comptroller General of the United States shall have the right to review performance and inspect or copy any and all records, books, papers, and documents which relate to this Contract at any time during its performance or thereafter until the end of the record retention period as defined in Section IX of the Food Services Agreement. Such inspection may take place with or without notice at any time during normal business hours wherever the records are maintained. In making inspections, COUNTY shall make every effort to coordinate with the CONTRACTOR so as to minimize disruption of ongoing activities. Approval and acceptance of such material shall not relieve the CONTRACTOR of its professional obligation to correct, at its expense, any errors found in the work. The CONTRACTOR shall include the provisions of this paragraph in any subcontract executed in connection with this Contract.

XII. Replacement Meals.

A. In the event that the CONTRACTOR fails to deliver any part or all of a meal(s), fails to deliver the meals within the specified times and within required temperature ranges, and/or if the food is found to be spoiled or damaged upon delivery, the COUNTY may procure a replacement meal or meals, elsewhere, and charge to the CONTRACTOR.

B. The COUNTY will charge the costs to the CONTRACTOR to acquire the replacement meals up to but not exceeding the actual cost of the meal contracted price. (See Attachment A)

C. The Contractor will charge the center/site the agreed upon price for the quantity of meals that were delivered plus the quantity that were not delivered but were replaced by the center/site as described above.

D. In the event the center/site is unable to procure any replacement meals, and/or other food or supply item(s), the center/site will then make a deduction for the cost of each meal that did not comply with the specifications. In making meal cost deductions, the following guidelines will be used, with the specified percentages based on the total contract cost of that meal as specified in the bid:

- Entree- 50%
- Vegetable – 20%
- Milk – 10%
- Dessert – 10%
- Bread – 5%
- Disposables/Condiments – 5%

ATTACHMENT C

CSRA- Supply Order Form

Effective: 10/01/2026 to 09/30/2027

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Central Savannah Regional Agency Supply Sheet

Supply Item Pricing Effective: 10/1/2026-9/30/2027

Item Number	Description	Unit of Measure	Price	Quantity
RM003072	Coffee Regular 96/1.5oz cs (D114D)	Case	\$0.00	
RM000160	Coffee Decaf 160/cs (D115A)	Case	\$0.00	
RM000199	Tea Bags 1000/box 10box/cs	Case	\$0.00	
RM002158	PC Sugar White SS Packet 2000-1/10oz cs	Case	\$0.00	
RM000074	PC Sugar Substitute 2000/cs (F320A)	Case	\$0.00	
RM000636	Creamer Packets 1000/cs (F120)	Case	\$0.00	
SUP000853	Chlorine Test Strips 100/Vial (Pack)	Pack	\$0.00	
SUP000603	Stirrers Coffee 1000/box 10box/cs (K730)	Box	\$4.49	
SUP000202	Cutlery 4-in-1 Hvy Wt 250/cs (K435A)	Case	\$4.50	
SUP000604	Straws Plastic 500/box 24box/cs (K740)	Box	\$4.77	
SUP000103	Bleach 6gal/cs (L010)	Gallon	\$5.10	
SUP000536	Aprons Plastic 10 boxes of 100ea/1000cs	Box	\$6.89	
SUP000876	Gloves Vinyl Large PF 100/BX 10BX/CS	Box	\$9.25	
RM001357	PC Hot Sauce 200/cs (F321)	Case	\$17.82	
SUP000004	Bag Paper 10# 500/bnd (K030)	Bundle	\$24.74	
SUP000025	Bag Sandwich 6.5x7.5 (2m/cs) (K090)	Case	\$27.22	
SUP000546	Hairnets Bouffant 10/100 - 1000cs - White	Pack	\$30.46	
SUP000846	Cup 6oz Foam 1M/cs	Case	\$31.81	
SUP000317	Lid 6oz Cup P671	Case	\$34.62	
SUP000509	Tray 5 Comp White Foam (K860)	Case	\$35.68	
SUP000175	Cup 8oz Foam (K200)	Case	\$36.74	
SUP000601	Placemats Paper (K690)	Case	\$36.87	
SUP000171	Cup 12oz Drink Foam 12J12 1M (K180)	Case	\$41.40	
SUP001012	Napkins 2-Ply 15x16 TORK 3000/ea	Case	\$50.29	
SUP000031	Bowl 12oz (th10012/82100)1m/cs (K100)	Case	\$84.24	
SUP000881	Tray 3 Comp Alum Tray with Board Lid 250/cs	Case	\$124.44	

ATTACHMENT D

Order Form

See Next Page



CSRA Order Form



SITE NAME:

DATE

Please email orders to :
phutcheson@gafoods.com

[CC: LFORREST@GAFOODS.COM](mailto:LFORREST@GAFOODS.COM)
[CC: SCORNISH@GAFOODS.COM](mailto:SCORNISH@GAFOODS.COM)
[CC: AYOUNG@GAFOODS.COM](mailto:AYOUNG@GAFOODS.COM)

Order Comments

Monday				Tuesday				Wednesday				Thursday				Friday			
HOT				HOT				HOT				HOT				HOT			
	C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY
Entrée Option A				Entrée Option A				Entrée Option A				Entrée Option A				Entrée Option A			
Option B				Option B				Option B				Option B				Option B			
Pre-plate				Pre-plate				Pre-plate				Pre-plate				Pre-plate			
Picnic				Picnic				Picnic				Picnic				Picnic			
SHELF STABLE				SHELF STABLE				SHELF STABLE				SHELF STABLE				SHELF STABLE			
	C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY
Single				Single				Single				Single				Single			
2-Day				2-Day				2-Day				2-Day				2-Day			
5-Day				5-Day				5-Day				5-Day				5-Day			
7-Day				7-Day				7-Day				7-Day				7-Day			
7-Day Breakfast				7-Day Breakfast				7-Day Breakfast				7-Day Breakfast				7-Day Breakfast			
FROZEN (TMS)				FROZEN (TMS)				FROZEN (TMS)				FROZEN (TMS)				FROZEN (TMS)			
	C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY
2-Day TMS				2-Day TMS				2-Day TMS				2-Day TMS				2-Day TMS			
5-Day TMS				5-Day TMS				5-Day TMS				5-Day TMS				5-Day TMS			
7-Day TMS				7-Day TMS				7-Day TMS				7-Day TMS				7-Day TMS			
7-Day Breakfast				7-Day Breakfast				7-Day Breakfast				7-Day Breakfast				7-Day Breakfast			
MILK				MILK				MILK				MILK				MILK			
	C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY
1%				1%				1%				1%				1%			
Chocolate				Chocolate				Chocolate				Chocolate				Chocolate			
Yogurt				Yogurt				Yogurt				Yogurt				Yogurt			
Contacts				Contacts				Contacts				Contacts				Contacts			
	Name Director				Phone				Email										
	Sharon Cornish				678-712-4597				SCORNISH@GAFOODS.COM										
Office C	Patricia Hutcheson				770-787-3506 ext 1201				phutcheson@gafoods.com										
Kitchen	Leslie Forrest				770-787-3506 ext 1202				Leslie Forrest <lforrest@gafoods.com>										
Customer	Angelique Young				770-787-3506 ext 1205				AYOUNG@GAFOODS.COM										