

CHILD AND ADULT CARE FOOD PROGRAM MEAL CONTRACT

All terms and conditions as outlined in the Invitation for Bid are enforceable as a part of this contract.

_____, hereinafter contractor, hereby covenants and agrees to furnish and deliver required foods and supplies to _____, hereinafter sponsor, located at _____, in accordance with the following terms and conditions for the period _____ to _____. This agreement is *inclusive* or *exclusive* of milk (circle one).

This contract may be extended for 1 additional year if the extension was established in IFB and upon mutual agreement between sponsor and contractor.

Meal Type	Daily Quantity	Unit Price	Operating Days	Total Cost
Grand Total: \$				

It is further agreed that the contractor pursuant to the provisions of the Child and Adult Care Food Program and Office of Child Care Licensing regulations, must ensure that said meals meet the minimum requirements for nutritive value, content, and variety. Also, contractor must maintain full and accurate records that the institution will need to meet its responsibility including the following:

1. Menu records, including amount of food prepared.
2. Meals, including daily number of meals delivered by type.
3. Daily delivery slips and weekly and monthly invoices of meals delivered.

These records must be reported to the Sponsor promptly at the end of the month. Contractor agrees also to retain records required under the preceding clause for a period of three years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the program available to representatives of the sponsor, the administering agency, the Office of the Inspector General or the General Accounting Office for audit or administrative review at a reasonable time and place.

Scope of Services:

- A. All meals furnished must meet or exceed U.S. Department of Agriculture requirements and State Agency policies.
- B. Vendor shall furnish meals as ordered by the CACFP Institution during the period of * _____ to * _____,
- C. Meals shall be delivered with the following non-food items: _____

- D. Vendor agrees to follow the menu provided in IFB which identified food and nonfood items required for each day's service. Vendor must secure sponsor approval prior to changing any menu items. Furthermore, vendor must ensure that any changes to meal and/or menu conform to all regulations, policies and conditions as set forth in schedules B, C, D and E.
- E. All terms and conditions as set forth in the Invitation for Bid are a part of this contract.
- F. The food service management company shall have Federal, State or local health certification for the plant in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times. In addition, the State agency may require the food service management company to provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared. These bacteria levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the institution and to the State agency (7 CFR 226.6(i)).
- G. The food service management company shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract (7 CFR 226.6(i)).

* **Institution shall insert contract commencement date and expiration date.**

Civil Rights Assurance - According to FNS 113-1, Appendix B, (D)(2)(c)

“The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (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, sex, age, 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 USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill 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 that 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 Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of 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, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

USDA Nondiscrimination Statement

For all other FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.