

## FOOD SERVICE CONTRACT - CACFP

### NORTH DAKOTA DEPARTMENT OF PUBLIC INSTRUCTION CHILD NUTRITION AND FOOD DISTRIBUTION PROGRAMS

(7/03) Contractor Contract-CACFP G/Tools/CACFP/Contractor Contract-CACFP

The \_\_\_\_\_ hereinafter referred to as the Institution and the \_\_\_\_\_ hereinafter referred to as the Contractor, hereby enter into an agreement, which describes the responsibilities of each party when providing meal service to Child Care Centers and Head Start sites participating in the Child and Adult Care Food Program.

#### **The Institution agrees:**

1. To provide the Contractor with a list containing the names and addresses of the approved child care centers and Head Start sites and the number of meals, by type, to be delivered to each location.
2. To notify the Contractor if the number of meals to be delivered needs to be altered for any center by \_\_\_\_\_ (time) on the day for which meals are to be served.
3. To be responsible for ensuring that the Contractor operation conforms to the institution's agreement with the North Dakota Department of Public Instruction (NDDPI).
4. To adhere to the procurement standards, as set forth in Section 226.22 of the Child and Adult Care Food Program, regulations when procuring meals from a Contractor and submit supportive information to the State Agency for approval prior to the beginning of Child and Adult Care Food program (CACFP) operations.
5. To send to the NDDPI, any proposed changes in the contract for approval prior to implementation.
6. To notify the Contractor with reasonable advance notices those days and times for which meals are not served.

#### **The Contractor agrees:**

1. To maintain such records as follows to document food costs:
  - delivery invoices signed by a designee of the center certifying that quantities and qualities meet specifications.
  - itemized statements showing quantities, unit prices, and total bill for food delivered each month.
  - receipt of payment for Contractor.
  - menus reflecting actual foods to be provided to the center participating in the CACFP. A copy must be provided to the center at regular intervals and upon request.
  - production records reflecting actual types and amounts of all food item prepared and delivered. This information must be provided to the center at regular intervals and upon request.
  - cycle menus to be used and if the cycle menu is altered during the contract period, revised menus shall be submitted to the center.
2. To promptly submit delivery invoices, delivery reports, and itemized statements to the Institution no less frequently than monthly.
3. To insure that health and sanitation requirements are met at all times where and when food is prepared, stored and delivered.
4. To make available to the NDDPI, the United States Department of Agriculture (USDA), or the General Accounting Office, books and records for inspection and audit at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under this contract, or in cases where an audit is requested by the NDDPI or the USDA remains unresolved, until such time as the audit is resolved.
5. To operate in accordance with current Child and Adult Care Food Program regulations.
6. To plan menus to meet meal pattern requirements as stated in Child and Adult Care Food Program regulations and serve meals, which conform to the cycle menus upon which, the bid was based.
7. To not subcontract for the total meal, with or without milk, or for the assembly of the meal.
8. To unitize breakfasts, lunches, and suppers delivered to child care centers, with or without milk, if the State Agency deems unitization as necessary to ensure compliance with Section 226.21 of CACFP regulations. Meals delivered to outside-school-hours-centers shall be unitized.

9. To adhere to the information submitted on the CACFP Contracting Information Vendor Data Sheet.

10. To deliver the prescribed meals according to the locations and times prescribed below:

Meal	No. of Meals	Site & Address	Time of Delivery
Breakfast			
Lunch			
Supper			
Snack			

(add additional sheets of necessary)

**The Institution and the Contractor** mutually agree that:

- Menu cycles must be reviewed and changes made as necessary so that meal requirements are met as outlined in Section 226.20 of the CACFP regulations. All changes must receive prior notification and be mutually acceptable.
- All special meals and/or snacks requested by the Institution shall be submitted to the Contractor in writing no later than one (1) day prior to being served and are subject to the Contractor's approval, based on Contractor's ability to provide the special service. This notice shall include any specific instructions for preparation.
- 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 this contract, will not be accepted nor money exchanged.
- The price of the meals for adults and children will be:

Meal	Child	Adult
Breakfast	\$	\$
Lunch	\$	\$
Snack	\$	\$
Supper	\$	\$

*\*These prices reflect the value of preparing and serving these meals.*

This price includes milk      Yes       No

**NOTATION:** The CACFP Meal Pattern requires whole milk for all children under the age of two years. Any low-fat variety of milk may be served to children two years and older.

- Any proposed increase in the meal prices during the term of this agreement would initiate discussion between the Contractor and the Institution. Any and all adjustments in rates, provisions, or program will be a mutual agreement between the Contractor and the Institution.
- If the Contractor is a group that receives commodities from the USDA, the charge listed in Item 4 of this section should reflect the value of the use of the commodities in preparation of those meals.

In the event that the Contractor should fail to carry out and comply with any of the covenants, conditions, and agreements to be performed by it hereunder, or to comply with any reasonable requirements adopted by the Institution in respect hereto, the Institution may notify the Contractor of such failure or default and demand that the same be remedied and, in the event of failure of the Contractor to so remedy the same, within said period; the Institution shall thereupon have the right to cancel and terminate this agreement without further notice to the Contractor.

This agreement is effective beginning \_\_\_\_\_, 20\_\_ for preparation and/or delivery of meals in accordance with Child and Adult Care Food Program and ending \_\_\_\_\_, 20\_\_.

Authorized Representative of the Institution
Authorized Representative of the Contractor

Title
Title

Date Signed
Date Signed