

CHILD AND ADULT CARE FOOD PROGRAM

THIS IS A CONTRACT BETWEEN MEAL VENDOR _____(Contractor)

AND CHILD or ADULT CARE CENTER: _____ (Contractee)

Address _____

City and Zip _____

Telephone _____

Contact Person _____

This contract covers the period beginning _____ and ending _____

The terms and conditions of this contract are as follows:

1. Meals prepared under this contract by the contractor must comply with patterns and components as required in Part 226.20 of the CACFP Regulations [226.6(i)(10)].

2. Meal: (Contractee completes)

Meal	w/Milk	w/out Milk	Cost Per Meal
Breakfast	_____	_____	\$ _____
Snack AM	_____	_____	\$ _____
Lunch	_____	_____	\$ _____
Snack PM	_____	_____	\$ _____
Supper	_____	_____	\$ _____

(#of daily meals) X (#days served annually) X (rate per meals) = Annual total cost of all meals \$ _____

The unit prices submitted are based on the cycle menus attached, which become a part of this contract.

3. The Contractee must provide menus to the Contractor on a _____ basis if no cycle menus are used; if cycle menus are used, they must be furnished monthly or as the cycle runs [226.6(i)(4)].
4. Meals will be delivered * _____ (unitized/bulk) * _____ (inclusive/exclusive) of milk on a daily basis to the sites listed above.
5. The Contractor agrees to package and deliver meals in containers that meet local health standards. The Contractor assures that it has Federal, State or local health certification at the preparation facility and assures that health and sanitation requirements will be met at all times. If requested, the Contractor agrees to provide meals for periodic inspection to determine bacteria levels and results shall be submitted to the Contractee and State agency [226.6(i)(3)].6.
6. If this contract is for an Outside School Hours facility, the meals MUST BE UNITIZED, unless the State agency determines that unitization would impair the effectiveness of the food service operations [226.6(i)(11)].
7. The Contractor agrees to utilize any Federally donated commodities received by the Contractee only for the food service program of the Contractee.
8. Any changes in approved sites will be made by the Contractee not less than * _____ days prior to the day of delivery of the meals. The Contractee reserves the right to increase or decrease the number of meals ordered on a * _____ hour notice or less if mutually agreed upon between the parties to this contract .
9. The Contractor shall attach a REPORT with each delivery specifying the quantity of meals, by type, (breakfast, lunch, supplement, supper) that are provided. The Contractor will present an invoice and delivery receipts within * _____ working days following the end of the preceding month for meals delivered. The Contractee will submit payment to the Contractor within _____ days of receipt of the invoice.
10. The Contractor may not subcontract any portion of this contract.
11. The Contractor must maintain all records supported by invoices, receipts, or other evidence the Contractee may need to meet its CACFP responsibilities [226.6(i)(5)]. 12.

12. The books and records pertaining to the Contractor's and Contractee's service operation shall be available for inspection and/or audit by representatives of the State agency; USDA, Food and Consumer Service; the U.S. General Accounting Office; and USDA, Office of the Inspector General, at any reasonable time and place. These records must be retained for a period of three years from the date of receipt of final payment under this contract, or in cases where an audit remains unresolved, until such time as the audit is resolved [226.6(i)(5)].
13. The Contractor agrees to operate in accordance with current Program Regulations [226.6(i)(6)].
14. The Contractee will not pay for meals that are delivered beyond the agreed upon delivery time, that are spoiled or unwholesome, that do not meet meals requirements as set forth herein, or that have been disallowed for reimbursement by State agency or Federal Reviewers [226.6(i)(7) and (8)].
15. Termination: The Contractee reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The Contractee shall notify the Contractor of specific instances of noncompliance in writing. In instances where the Contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Contractee shall have the right, upon written notice, of the immediate termination of the contract and the Contractor shall be liable for any damages incurred by the Contractee. The contract may be terminated by either party upon submission to the other party of written notice at least 30 days prior to the date of termination. A copy of the termination letter must be sent to the NUTRISERVICE, INC. 801 E. I-30 Suite B, Rockwall, TX 75087 (FAX 866-380-5488)

MEAL VENDOR (CONTRACTOR):
CENTER:

CHILD/ADULT CARE

Authorized Representative Name

Authorized Representative Name

Authorized Representative Signature

Authorized Representative Signature

Title Date signed

Title Date signed