MEMORANDUM
CHILD NUTRITION PROGRAMS

CCC Memorandum 03-13 **3/11/2013**

SUBJECT: CACFP Food Service Agreement Instructions
Contact: Louise Frey **PH: 801-538-7696**

If getting food from a school or another institution participating with the Child Nutrition Programs for meals, **and the annual total is under $50,000**, use the attached Food Service Agreement (FSA). If the amount is **more than $50,000, do not use this form;** instead, contact our office. This will require a contract and must follow procurement rules which require official bidding.

Please notify our office before agreeing to set up a FSA with a school or CACFP institution and before signing the document. All Food Service Agreements and contracts are effective for one year, and run from October 1 to September 30 of the following year.

Please read through the FSA thoroughly. Remember, the institution is responsible to make sure all meals are reimbursable before they can be claimed, regardless of the actions of the contractor (the company the institution will be getting its food from).

Submit **three** original signed documents once approval from our office received. The state agency will sign all three agreements and return two of them. The institution should forward one of the signed Agreements to the contractor. The state agency will also keep a signed copy. This will give each participant a copy of the FSA with original signatures. This should be kept for three years plus the current year as with all CACFP documents.

Please do not cross out information and handwrite it in. These forms are available in Word so you can type in the information and in a fillable format online at http://www.schools.utah.gov/cnp/Child-and-Adult-Care-Food-Program.aspx.

Don't forget to:

- check all applicable boxes
- get all signatures
- submit the cycle menus (what the contractor will be serving)
- submit all other needed attachments, such as the "Equal Employment Opportunity" attachment if the total is over $10,000

If proper procedures are not followed in this process, meals will not be approved or qualify to be reimbursed.

CACFP FOOD SERVICE AGREEMENT

This Agreement is made and entered into by and between _____
Institution (center)

and _____, _____
Contractor (organization providing meals) Contractor address

The meals furnished by the contractor shall meet or exceed all requirements of the Child and Adult Care Food Program Meal Patterns as specified in the federal regulations governing this program (7CFR Part 226.20). The contractor agrees to furnish meals as ordered by the Institution for the period of **October 1**, _____ to **September 30**, _____ (One year maximum, yearly renewal required) based on the following:

	Estimated Servings Per Day	**Estimated Number Of Serving Days per Month**	**Unit Price Per Meal**	**Estimated Monthly Total**	**Estimated Annual Total**
Breakfast					
Lunch					
Supper					
Snack(s)					
Snack(s)					
Note: **if total is $50,000 or more, this agreement cannot be used. Contact our office for instructions**.				Total	

The meals served under this contract shall conform to the cycle menus upon which the bid was based and to menu changes as agreed upon by the institution and the Contractor. Unit prices submitted are based on the **attached (cycle) menu**, which becomes a part of this Agreement. Any change of menus must be agreed upon by the institution and the contractor. Institutions which contract with a school or district which participates in NSLP nutrient standard (NSMP) menu planning may accept meals which meet NSMP requirements.

Meals will be (check one) ❑ unitized or ❑ bulk and (check one) ❑ inclusive or ❑ exclusive of milk on a daily basis to the sites listed. Prices include (check one) ❑ Contractor delivery or ❑ Institution pickup of the meals. Price also (check one) ❑ does or ❑ does not include all serving utensils, plates, napkins, single service ware, condiments, etc. Deliveries will be checked and signed for by the Institution prior to acceptance. Meals will (check one) meet ❑ NSMP or ❑ CACFP meal pattern requirements. Meals will be ❑ delivered by the contractor or ❑ picked up by the institution.

The contractor agrees to deliver meals daily to the following location(s) during the time frames indicated. If the institution will pick up the meals, the indicated meals will be available for pick up by the time stated for the following location(s). If the institution picks up meals they will be ready by the stated delivery time.

Attach additional sheets if needed.

Facility (site)	Address	Meal Type	# of Meals	Meal Delivery Time

Any changes in approved site(s) will be made by the Institution not less than _____ days prior to the day of delivery of the meals. The Institution will have the right to increase or decrease the number of meals on a _____ hour notice.

The Contractor agrees to package and deliver, or have available for pickup, meals in containers that meet local health standards. The Contractor shall have local health certification for the plant in which it prepares meals for use in the Program, and shall ensure that health and sanitation requirements are met at all times.

Payment shall not be made for meals that do not meet requirements of 7CFR Part 226.20 of the regulations, are spoiled or unwholesome at the time of delivery, are delivered outside of agreed upon delivery time, or do not otherwise meet the requirements of the Agreement.

Payment for food delivered is due and payable to the contractor by the following specified terms

(attach additional page(s) if necessary)

(Payment may not be based on cost plus a percentage of cost/income to the contractor, however represented. '226.22(j))

The contractor agrees to maintain all records (supported by invoices, menus, production records, receipts, etc.) that the Institution needs to meet its responsibilities under the Regulations. The contractor shall submit to the Institution daily transportation records; other records will also be made available upon request. Both the contractor and institution shall make these records available for inspection and audit by representatives of the Institution, the State Agency, USDA, and the US Government Accounting Office at any reasonable time and place up to three years from the day of receipt of final payment, or until final resolution of any audits (whichever is longest).

The Contractor agrees to utilize any donated commodities received by the Institution only for the Food Service Program of the Institution.

Contractor may not subcontract for total meal, with or without milk, or for the assembly of the meal.

Contracts exceeding $10,000:
Must contain a provision requiring compliance with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Attach to contract.

Contracts exceeding $50,000:
Contact the Utah State Office of Education, Child Nutrition Programs. Contracts must be obtained through competitive bidding procedures.

This Agreement may be terminated by either party upon submission to the other party of written notice at least _____ days prior to the date of termination. Termination may be for cause or convenience. The Institution must send a copy of the termination letter to the Utah State Office of Education.

This Agreement is hereby executed by the following parties as _____-_____- _____ (date). Meals are not reimbursable until the Agreement is approved by the State Agency.

_____	_____	_____
Contractor Signature	Title	Date
_____	_____	_____
Institution Signature	Title	Date
_____	_____	_____
State Agency Approval	Title	Date

Attachment required by Executive Order 11246, amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60)

Equal Employment Opportunity (for all agreements and contracts in excess of $10,000)

During the performance of this contract, the contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, age disabilities, religion, sex or national origin. The Contractor will take affirmative action to ensure that employees are treated in their employment without regard to their race, color, age, disabilities, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting for the provisions of this Equal Opportunity clause.

b. The Contractor will, in all solicitation or advertisements or employment placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, color age, disabilities, religion sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 12, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

a. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.