

Child and Adult Care Food Program Contract for Vended Meals

A Center that participates in the U.S. Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) must meet CACFP requirements for meals that will be claimed for CACFP reimbursements, as specified in this contract. The food service vendor shall operate in accordance with current [Program regulations](#) 7CFR226; including the [meal pattern](#) and nutrition requirements by age group of children in care [7CFR226.20](#).

I. Purpose and Authority

This contract, between Center or Sponsoring Organization: _____

Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor ID Number: _____

and Vendor: _____

authorizes that Vendor will provide meals to Center in accordance with this contract and federal CACFP regulations at 7 Code of Federal Regulations (CFR) 226,

for the period of _____, 20__ through _____, 20__. Use Program Year, October 1-September 30.

Vendor will provide the meals to the CACFP site listed below or if more than one site, to the sites listed on the last page in "Table 1 Delivery Schedule." The number of meals by meal type to be delivered to each site location must also be indicated in the contract. Indicate time that meal will be delivered, or picked up by the site. *Note that increases and decreases in the number of meal orders may be made by the site, as needed, within a time period prior to the meal service mutually agreed upon in the contract referenced in Section III of this contract.*

II. Meals

A. Vendor will provide the following delivery schedule and meal types:

Site Name & Site Address	CLiCS Site ID	Days of the Week	Meals Delivered & # of Meals Delivered	Time(s) of Delivery
			____ Breakfast #: _____ ____ Lunch #: _____ ____ Supper #: _____ ____ Snacks #: _____ ____ Extra Milk #: _____	

- B. If delivering to more than one site fill in "Table 1 Delivery Schedule" which is the last page of the contract.
- C. Vendor will provide meals that meet CACFP meal pattern requirements in accordance with [7 CFR 226.20](#).
- D. Vendor has attached to this contract the menus that were used in solicitation of this contract. The meals served under the contract shall conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the institution and food service vendor;

- E. The food service vendor 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;
- F. Vendor may not subcontract for the total meal, with or without milk, or for the assembly of the meal.

CACFP meal pattern requirements are available on the [CACFP Centers Meal Patterns webpage](https://education.mn.gov/MDE/dse/FNS/prog/CACFPen/ops/meal/) (<https://education.mn.gov/MDE/dse/FNS/prog/CACFPen/ops/meal/>).

- G. Vendor will provide meal substitutions for disabled participants who provide a statement from a licensed physician, physician assistant or advanced practice registered nurse such as a certified nurse practitioner, that they are unable to consume the regular Program meals due to their disability. The statement must identify how the disability affects the participant's diet, the food or foods to be omitted from the participant's diet, and the food or choice of foods that must be substituted.

Center will pay the regular meal charges for meals with substitutions or modifications unless other charges or adjustments are specified in Section IV(A). Participants with disabilities may not be charged any fees for modifications or substitutions.

- H. Vendor will also provide: (Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.)
Vendor will provide:

_____ Unitized meals

_____ Bulk quantities, accompanied by written instructions on planned portion size and number of portions contained in each bulk container of each food component to meet meal pattern requirements. In addition, vendor will provide appropriate scoop, spoodle, or ladle equal to the planned portion size for assurance of proper serving size.

_____ If checked here, Vendor will serve meals. Vendor will not count the number of meals to be claimed for reimbursement, responsibility for the reimbursable meal count at point of service must be retained by the center or sponsoring organization and cannot be delegated to the vendor.

_____ Other:

Note: Per USDA Regulation 7CFR 226.6(i)(11) all breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State agency determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the State agency may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the State agency has evidence which indicates that this requirement is necessary to ensure compliance with §226.20

III. Ordering and Delivering

- A. Center or Center's sites will notify Vendor in advance of the number of meals needed. Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for Center or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e- mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information.

- B. Responsibility for transport containers:

Indicate whether Vendor or Center will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or Center/Site to return transport containers. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information.

IV. Meal Charges and Billing

- A. Center will pay the following charges for meals.

Breakfast \$_____

Snack \$_____

Lunch \$_____

Supper \$_____

Meals (check one) ☐ include milk ☐ do not include milk

If applicable, indicate charges for extra milk, adult meals, adjustments to meals to accommodate special dietary needs, or other. Describe here, or reference here to attached information.

The food service vendor 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;

Center will pay Vendor for ordered meals that meet CACFP meal requirements including health and sanitation standards in Section VI, and are delivered in accordance with the contract.

- B. Describe when Vendor will bill Center (for example weekly or monthly) and when payment is due:

Note: Neither the Minnesota Department of Education (MDE) nor the U.S. Department of Agriculture assumes any liability for payment of meal charges.

V. Recordkeeping and Availability of Records

- A. Vendor agrees to maintain full and accurate records, which Center requires to meet its responsibility for claiming reimbursements through the Child and Adult Care Food Program. Required Food Production records including: 1) daily menu and portion records; 2) daily quantities of food in particular amount of protein prepared, and any mixed item recipes, processed food labels,; nutritional and ingredient label information regarding whole grain rich items, and sugar content of yogurt and cereals, by type of meal 3) daily number of meals furnished, by type of meal.
- B. At the end of each month, Vendor will submit copies of the records of menus, food item and production records lists above, and numbers of meals furnished to Center. Vendor will also submit copies of food production records to Center or Sponsor as specified. Records will be provided at minimum monthly for purposes of verifying meal pattern prior to submitting the monthly claim.
- C. Vendor shall maintain such records (supported by invoices, receipts or other evidence) as the institution will need to meet its responsibilities under this part, and shall promptly submit invoices and delivery reports to the institution no less frequently than monthly.
- D. Vendor agrees that the books and records of the food service vendor pertaining to the institution's food service operation shall be available for inspection and audit by representatives of the sponsoring organization, the State agency, the Department, and of the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved.
- E. Vendor will cooperate in studies and evaluations conducted by or on behalf of USDA related to programs authorized under the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966.

VI. Health and Sanitation

- A. Vendor and Center agree that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to Vendor facilities and any other facilities in which meals are prepared. Vendor will maintain applicable health certifications for facilities outside Center in which meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- C. Center will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

VII. Center Control of Food Service

Center will maintain overall responsibility for administration of the food service, in accordance with CACFP regulations and policies. Center will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming CACFP reimbursement from the Minnesota Department of Education.
- B. Ensure that the food service operation is in conformance with Center's agreement with the Minnesota Department of Education to participate in CACFP.
- C. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- D. Maintain all applicable health certifications for Center and ensure that state and local health regulations are being met by Vendor, if Vendor prepares or serves meals at a Center facility.
- E. Monitor meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the agreement with the Minnesota Department of Education. Retain signature authority for the annual application and monthly claims by electronically submitting required information to the Minnesota Department of Education.
- G. Prepare contract for vended meals documents.
- H. Review, approve or deny, and if applicable verify CACFP Household Income Statements.

VIII. Additional Vendor Responsibilities

Vendor agrees to comply with the following. As applicable, incorporated into this contract by reference.

- A. If contract exceeds \$100,000: Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 United States Code (USC) 3701 – 3708) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5).
- B. If contract exceeds \$150,000: All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251 – 1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

IX. Nonperformance or Noncompliance

In cases of nonperformance or noncompliance on the part of Vendor, Vendor will pay Center for any excess costs which Center may incur by obtaining meals from another source. Center will notify Vendor (and surety company if performance bond is in effect) of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, Center may negotiate another contract (or request surety company to provide another Vendor). The defaulting Vendor is liable for any difference in price between the original price and the new contract price.

Indicate here any additional requirements regarding nonperformance or noncompliance, or any bonding requirements:

X. Termination

Either party may terminate this contract for cause by notice in writing as described:

(The number of days required for notice of termination, which may not exceed 60 days, must be stated.) The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

XI. Contract Renewals

This contract may be renewed up to four times, not to exceed a total of five years, by mutual agreement of Center and Vendor. The contract may not automatically renew. Renewal of the contract is contingent upon the fulfillment of all contract provisions. The CACFP Renewal of Contract for Vended Meals form, available from MDE, will be used to renew the contract. Prices will be adjusted from the previous year's prices by a percentage not to exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Food Away From Home in the Midwest Region. The change in the index will be measured by the calendar year preceding the contract effective date, unless a different time period is specific here:

XII. Summer Food Service Program (Optional)

Vendor agrees to provide meals for the Summer Food Service Program (SFSP), in accordance with federal regulations at 7 CFR 225 and other SFSP requirements, if Center participates in the SFSP during the original contract term or during any contract renewal, unless otherwise stated below. If non-unitized meals (bulk foods) will be provided, MDE waives the SFSP requirement to provide unitized meals. Center will pay for SFSP meals provided by Vendor using the same payment structure used for CACFP meals.

XIII. Vendor Certification Statements

Check one:

- _____ The contract amount is expected to be less than \$100,000. The following certifications are attached to this contract: (1) Independent Price Determination Certificate (signed by Vendor and SFA) and (2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions (signed by Vendor).
- _____ The contract amount is expected to be \$100,000 or more. In addition to the two certifications listed above, a Certification Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

XIV. Additional Provisions at Option of Center and Vendor

Describe any additional provisions here, or reference here to additional attached provisions. Additional provisions may not conflict with other contract provisions or materially change the required provisions of the contract, and are subject to review by MDE.

Signatures

Center Name: _____

Authorized Representative: _____

Title: _____ Email _____ Phone _____

Signature of Authorized Representative: _____ Date: _____

Vendor Name: _____

Authorized Representative: _____

Title: _____ Email _____ Phone _____

Signature of Authorized Representative: _____ Date: _____

Independent Price Determination Certificate

Both the Food Service Management Company (Offerer) and the Sponsoring Organization shall execute this Independent Price Determination Certificate.

Name of Food Service Management Company

Name of Sponsoring Organization

By submission of this offer, the Offerer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offerer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offerer and will not knowingly be disclosed by the Offerer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offerer for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offerer certifies that:

1. He or she is the person in Offerer's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
2. He or she is not the person in Offerer's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Offerer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Food Service Management Company's
Authorized Representative

Title

Date

In accepting this offer, the Sponsoring Organization certifies that no representative of the Sponsoring Organization has taken any action that may have jeopardized the independence of the offer referred above.

Signature Sponsoring Organization's
Authorized Representative

Title

Date

Instructions for Certification Regarding Debarment Form

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the certification form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary-covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the [Excluded Parties List System \(EPLS\)](https://www.sam.gov/SAM/pages/public/searchRecords/advancedPIRSearch.jsf) at:
<https://www.sam.gov/SAM/pages/public/searchRecords/advancedPIRSearch.jsf>
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions.

(Read instructions on previous page before completing Certification.)

- (1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: _____

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: _____

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

Table 1: Delivery Schedule for Multi-Site Sponsors

Site Name & Site	CLICS Site ID	Days of the Week	Meals Delivered & # of Meals Delivered	Time(s) of Delivery
			____ Breakfast #: _____ ____ Lunch #: _____ ____ Supper #: _____ ____ Snacks #: _____ ____ Extra Milk #: _____	
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