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.

I. PURPOSE and AUTHORITY

This contract, between: _____

Center's CACFP CLiCS Sponsor ID Number:_____

and Vendor: _____

authorizes that Vendor will provide meals to Center in accordance with this contract and federal regulations 7 CFR 226 for the Child and Adult Care Food Program, for the period of

_____ through _____

Vendor will provide the meals to the Center's site(s) listed below, or on an attached list.

Site Name	Address	CLiCS Site Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Center will notify Vendor with _____ days' notice of changes to sites.

II. MEALS

A. Vendor will provide the following meal types:

☐ Breakfast ☐ Lunch ☐ Snack ☐ Supper ☐ Extra Milk

If more than one site, indicate any differences between sites:

B. Vendor will provide meals that meet USDA meal pattern requirements for the Child and Adult Care Food Program, in accordance with 7 CFR 226 and the information attached to this contract. If Vendor is a school that participates in School Nutrition Programs (National School Lunch Program or School Breakfast Program), Vendor may provide meals meeting the age-appropriate School Nutrition Programs standards in 7 CFR 210 (school lunch) and/or 220 (school breakfast). Vendor has attached to this contract at least two weeks meals that meet School Nutrition Program standards.

Vendor may not subcontract for the total meal, with or without milk, or for the assembly of the meal. Meals provided will meet these menu planning requirements (check all applicable):

1. ☐ CACFP Meal Pattern(s)

Breakfast Lunch/Supper Snack

2. ☐ School Nutrition Programs Meal Pattern(s)*

Breakfast Lunch

*The School Nutrition Programs "Offer vs. Serve" provision may not be used when serving meals to preschool age children. The "Offer vs. Serve" provision may be used for school-age children when serving meals that meet School Nutrition Programs standards.

C. Vendor will provide meal substitutions or modifications for disabled participants who provide a physician's statement that they are unable to consume the regular Program meals due to their disability. The physician's statement must identify the participant's disability, the major life activities affected by the disability, the food or foods to be omitted from the participant's diet, and the food or choice of foods that must be substituted.

Upon request from Center, Vendor will provide meal substitutions as allowed in 7 CFR 226.20(h) for participants who do not have a documented disability but who are unable to eat the regular Program meals due to medical or special dietary needs as documented by a statement from a recognized medical authority. The statement from

the recognized medical authority must describe the medical or special dietary need, the recommended alternate foods, and be signed and dated by the recognized medical authority. The following are considered to be recognized medical authorities for this purpose: physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, and chiropractor.

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.

D. 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.)

E. Vendor will provide: (check all that apply)

☐ Unitized meals

☐ Bulk quantities, accompanied by written instructions on planned portion size of each food component to meet meal pattern requirements

☐ If checked here, Vendor will serve meals. Vendor will ***not*** count the number of meals to be claimed for reimbursement.

☐ Other:

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. Vendor will deliver meals as described. Include time(s) for each site.
(For each meal service, indicate time that meal will be delivered, or picked up by Center. If more than one site, indicate for each site.) Describe here, or reference here to attached information.

C. 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 $ _____

Lunch $_____

Snack $_____

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.

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 nor the U.S. Department of Agriculture assumes any liability for payment of meals.

V. RECORDKEEPING and AVAILABILITY OF RECORDS

A. Vendor agrees to maintain full and accurate records, which Center requires to meets its responsibility for claiming reimbursements through the Child and Adult Care Food Program. Required records include: 1) daily menu records; 2) daily quantities of food prepared, 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 and numbers of meals furnished to Center. Vendor will submit copies of food production records to Center upon request.

C. Vendor agrees that books and records pertaining to Vendor's food service fund will be made available to Center upon request and agrees to retain all records for inspection and audit by representatives of Center, Minnesota Department of Education, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where

audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.

D. 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 CACFP requirements:

A. Buy American domestic commodities and products for contracted meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States.

B. Comply with the following, as applicable, incorporated into this contract by reference.

1) All applicable parts of state energy conservation standards (Minn. Rules Chapter 216C) and the Minnesota Energy Code (Minn. Rules Chapter 7670);

2) The requirements established in USDA regulations concerning USDA rights to copyrights, patent rights and rights in data and reporting of discoveries and inventions.

3) If contract exceeds $2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 330) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5);

4) If contract exceeds $10,000: Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in the U.S. Department of Labor regulations (41 CFR Part 60);

5) If contract exceeds $100,000: All applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the U.S. Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Contractor will report all violations to the grantor agency and to the EPA Administrator for Enforcement (EN-329).

IX. NONPERFORMANCE OR NONCOMPLIANCE and BONDING REQUIREMENT

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 by notice in writing as described:
(The number of days required for notice of termination, which may not exceed 60 days, must be stated.)

XI. CONTRACT RENEWALS

Renewals of Contract (check one):

☐ Contract may not be renewed.

☐ Contract may be renewed up to four times, not to exceed a total of four years, by mutual agreement of Center and Vendor. Renewal of the contract is contingent upon the fulfillment of all contract provisions. The CACFP Renewal of Contract for Vended Meals form, available from the Minnesota Department of Education, will be used to renew the contract.

Center and Vendor agree to use the following basis to adjust the financial terms from the original contract when renewing the contract:

☐ Consumer Price Index, Food Away from Home (Bureau of Labor Statistics)

☐ Other standard index – describe:

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. Center will pay for SFSP meals provided by Vendor using the same payment structure used for CACFP meals, unless otherwise specified below.

XIII. VENDOR CERTIFICATION STATEMENTS

Center estimates total payments to Vendor for this contract to be: $

If estimated payments exceed $25,000, Vendor has completed and attached a signed copy of the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form.

If estimated payments exceed $100,000, Vendor has completed and attached the Certification Regarding Lobbying form and, if applicable as described on the Certification Regarding Lobbying form, the Disclosure of Lobbying Activities form.

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 and are subject to review by MDE.

Signatures

Center Name:_____

Authorized Representative:_____

Title:_____

Signature of Authorized Representative:_____

Date:_____

Vendor Name:_____

Authorized Representative:_____

Title:_____

Signature of Authorized Representative:_____

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) at http://epls.arnet.gov/.

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 is 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_____