



Child and Adult Care Food Program  
VENDED MEAL CONTRACT



|  |  |   |  |
|--|--|---|--|
| Name of Sponsor:<br><b>Doña Ana County Head Start</b>  |  | <input checked="" type="checkbox"/> Facility / Sponsor / Vendor all currently participate in CACFP<br><input type="checkbox"/> Vendor does not participate in CACFP <i>(NM Procurement Standards Apply)</i> |  |
| Name of Facility:<br><b>Anthony, Berino, and Vado</b>  |  |   |  |
| Physical Address (Street, City, Zip State) of Facility:<br>609 Church Street Anthony NM 88021, 455 Shrode Road Anthony NM 88021, 325-2 Holguin Rd. Vado NM 88072 |  |   |  |
| Name of Vendor:<br><b>Gadsden Independent Schools</b>  |  |   |  |
| Address (Street, City, Zip State) of Vendor:<br><b>PO Drawer 70, Anthony NM 88021</b>  |  |   |  |
| Main Point of Contact of Vendor:<br><b>Maria Guerra</b>  |  | Vendor Email:<br><b>msguerra@gisd.k12.nm.us</b>   | Phone Number of Vendor:<br><b>575-882-6773</b> |

**Vended Meal Service only:** If your Organization/Facilities do not vend, nor contracts with a food service management company, please do not complete this Agreement. Organizations that contract with a School Foodservice Authority, catering company, or a meal vendor for delivered meals, please complete. Organizations contracting with a Foodservice Management Company for on-site preparation, please complete.

**Section A – Agreement**

This Agreement ("Agreement") is entered into by and between Doña Ana County Head Start, herein after referred as the "Sponsor and Gadsden Independent School District herein after referred to as the "Vendor". The initial agreement period shall be August 28, 2023 to May 9, 2024. Both parties agree to enter into this Agreement for one (1) year period with the option to renew the Agreement for up to five (5) additional one (1) year periods by mutual agreement of the Sponsor and Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

**Terms:**

This Agreement sets forth the terms and conditions upon which the Sponsor **retains** the Vendor to provide meals for the Sponsor and/or Facilities for their participation in the Child and Adult Care Food Program (CACFP). Furthermore, this Agreement sets for the terms and conditions upon which the Sponsor will **purchase** meals from the Vendor and the Vendor will provide meals for the Sponsor and/or Facilities for their participation in the Child and Adult Care Food Program (CACFP). The Sponsor and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture:

- 7 CFR 226 - Child and Adult Care Food Program
- 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, and applicable Office of Management and Budget circulars
- 28 CFR 42.401 - Department of Justice Regulation for the Coordination of Enforcement of Nondiscrimination in Federally Assisted Programs under Title VI of the Civil Rights Act of 1964

This Agreement is made with reference to the following:

Whereas, The Sponsor desires the Vendor to provide meals; and  
 Whereas, The Vendor is willing to provide such services to the Sponsor on a fixed price bases;  
 Therefore, Both parties hereto agree as follows:

Now, therefore, in consideration of the previous references, which are hereby incorporated and made a part of this Agreement, and in further consideration as set forth below, the Sponsor and Vendor hereby agree as follows:

**Operational:** Meals prepared under this agreement meet the requirements defined in 7 CFR 226 - USDA Child and Adult Care Food Program (CACFP) in nutritious value and content, health and safety and the CACFP meal pattern found: <https://www.fns.usda.gov/cacfp/meals-and-snacks>. Vendor shall operate within requirements defined in 7 CFR 226 - USDA Child and Adult Care Food Program.

**Delivery Schedule:** Meals will be provided to the Sponsor for the location(s) listed below, at or before scheduled times:

*(Please add additional sheets if necessary)*

|   |  |   |
|---|--|---|
| <b>Name of Facility:</b><br><b>Anthony Elementary</b>   | <b>Method:</b><br><input checked="" type="checkbox"/> Delivery<br><input type="checkbox"/> Pick-Up | <b>Meal Type:</b><br><input checked="" type="checkbox"/> Breakfast <input type="checkbox"/> AM Snack <input checked="" type="checkbox"/> Lunch<br><input checked="" type="checkbox"/> PM Snack <input type="checkbox"/> Supper <input type="checkbox"/> Late Snack            |
| <b>Days of the week:</b><br><input checked="" type="checkbox"/> Monday <input checked="" type="checkbox"/> Tuesday <input checked="" type="checkbox"/> Wednesday<br><input checked="" type="checkbox"/> Thursday <input checked="" type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday | <b>Number of Meals:</b><br><b>76 child, 15 adult</b>   | <b>Scheduled Time:</b><br><b>8:00 AM and 11:00 AM</b>   |
| <b>Name of Facility:</b><br><b>Berino Elementary</b>  | <b>Method:</b><br><input type="checkbox"/> Delivery<br><input checked="" type="checkbox"/> Pick-Up | <b>Meal Type:</b><br><input checked="" type="checkbox"/> Breakfast <input checked="" type="checkbox"/> AM Snack <input checked="" type="checkbox"/> Lunch<br><input checked="" type="checkbox"/> PM Snack <input type="checkbox"/> Supper <input type="checkbox"/> Late Snack |
| <b>Days of the week:</b><br><input checked="" type="checkbox"/> Monday <input checked="" type="checkbox"/> Tuesday <input checked="" type="checkbox"/> Wednesday<br><input checked="" type="checkbox"/> Thursday <input checked="" type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday | <b>Number of Meals:</b><br><b>28 child, 3 adult</b>  | <b>Scheduled Time:</b><br><b>8:00 AM and</b>  |
| <b>Name of Facility:</b><br><b>Vado Elementary</b>  | <b>Method:</b><br><input type="checkbox"/> Delivery<br><input checked="" type="checkbox"/> Pick-Up | <b>Meal Type:</b><br><input checked="" type="checkbox"/> Breakfast <input checked="" type="checkbox"/> AM Snack <input checked="" type="checkbox"/> Lunch<br><input checked="" type="checkbox"/> PM Snack <input type="checkbox"/> Supper <input type="checkbox"/> Late Snack |
| <b>Days of the week:</b><br><input checked="" type="checkbox"/> Monday <input checked="" type="checkbox"/> Tuesday <input checked="" type="checkbox"/> Wednesday<br><input checked="" type="checkbox"/> Thursday <input checked="" type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday | <b>Number of Meals:</b><br><b>34 child, 3 adult</b>  | <b>Scheduled Time:</b><br><b>8:00 AM and</b>  |

In accordance with 7 CFR 226 meals shall be delivered in accordance with the delivery schedule described in this Agreement unless changes are agreed to by both parties, in writing. Deliveries may be made and will be accepted up to 15 minutes prior to, and/or 15 minutes after the specified delivery time and will still be considered within the contracted delivery time.

**Pricing:**

The fixed price per meal listed below is agreed upon by both parties as if no USDA Foods are used:

|  |   |   |   |
|--|---|---|---|
| <b>Price per Breakfast:</b><br><b>2.22</b>   | <b>Milk:</b><br><input checked="" type="checkbox"/> Includes Milk<br><input type="checkbox"/> No Milk | <b>Price per Lunch / Supper:</b><br><b>3.50</b> | <b>Milk:</b><br><input checked="" type="checkbox"/> Includes Milk<br><input type="checkbox"/> No Milk |
| <b>Price per Snack:</b><br><b>.90</b>  | <b>Milk:</b><br><input type="checkbox"/> Includes Milk<br><input checked="" type="checkbox"/> No Milk | <b>Price per Adult Meal:</b><br><b>4.00</b>     | <b>Milk:</b><br><input checked="" type="checkbox"/> Includes Milk<br><input type="checkbox"/> No Milk |
| <b>The purchase price shall also include:</b> <i>(List an ancillary items that are included in the purchase prices, for example: Delivery, paper plates, plastic flatware, straws, napkins, etc.):</i> |   |   |   |

The total projected Agreement amount for the year: \$ \_\_\_\_\_.  
 (Agreements totaling more than \$10,000 must follow the New Mexico State Procurement Code. The Procurement Code can be found at <http://www.generalservices.state.nm.us/spd/index.html>)

**Vendor Agrees to:**

- Invoice Sponsor for unitized meals in accordance with the number of meals requested.
- Provide the Sponsor for approval, a proposed cycle menu for the operational period, at least \_\_\_\_\_ operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after Sponsor approval must be approved by the Sponsor, and documented on the menu records. Meals must be planned, prepared, and served (if applicable) to meet the USDA meal pattern requirements and nutritional standards as outlined in 7 CFR 226.
- Maintain full and accurate records that document:
  - the menus were provided to the Sponsor during the term of this Agreement,
  - a listing of all components of each meal,
  - an itemization of the quantities of each component used to prepare said meal, and
  - *providing the Sponsor with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.*
- The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or child nutrition labels or manufacturers' product information statement when calculating and recording the quantity of food prepared for each meal.
- Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records.
- Maintain on a daily basis, an accurate count of the number of meals, by meal type, prepared for the Sponsor. Meal count documentation must include the number of meals requested by the Sponsor.
- Allow the Sponsor to increase or decrease the number of meal orders, as needed, when the request is made within \_\_\_\_\_ hours or \_\_\_\_\_ days of the scheduled delivery time.
- Present to the Sponsor an invoice accompanied by reports which itemizes the previous month's meals to the Sponsor no later than the \_\_\_\_\_ day of each month. The Vendor agrees to forfeit payment for meals which are spoiled or unwholesome or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the Sponsor the full amount of any meal over claims which are attributable to the Vendor's negligence, including those over claims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the Sponsor for any excess costs the Sponsor incurs by obtaining meals from another source.
- Operate in accordance with current USDA/FNS regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service, if applicable.
- Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
- Be paid by the Sponsor for all meals provided to the Sponsor in accordance with this Agreement. Neither the New Mexico Early Childhood Education and Care Department nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor for the Sponsor and the number of meals served by the Sponsor that are not eligible for reimbursement.
- Make substitutions in the food components of the meal pattern for Participants with disabilities when the disability is certified by a signed statement from a recognized or licensed medical authority within the state. A disability may only be determined and signed by the following recognized medical authorities: A licensed physician (Medical Doctor or Doctor of Osteopathy), a Physician's assistant a Nurse practitioner, or a dentist. The signed form will indicate appropriate substitutions.
- For nondisabled Participants who are unable to consume regular meals because of medical or other special dietary need, substitutions shall be made on a case-by-case basis when supported by a signed statement from a licensed medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the Participant for such substitutions.
- Provide access, with or without notice, to all of the Vendor's facilities for purposes of inspection and audit.

### Sponsor Agrees to:

- Notify the Vendor of necessary increases/decreases in the number of meals ordered within 48 hours or 2 days of the scheduled delivery time. Errors in meal orders shall be the responsibility of the party making the error.
- Ensure that a Sponsor representative is available at each site, at the specified time on each specified day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivered to the Sponsor. The Sponsor assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements, and with local health and safety codes.
- Notify the Vendor within 48 hours or 2 days of receipt of the upcoming proposed menu cycle of any changes, additions, or deletions.
- Provide the Vendor with information on how to access or a copy of the federal USDA meal pattern requirements, training offered by New Mexico CACFP, the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of Child Nutrition Programs. The Sponsor will, within 24 hours of receipt from ECECD, advise the Vendor of any changes in the food service requirements.
- Pay the Vendor within 30 day(s) of receipt of the monthly itemized invoice for the full amount as presented on the invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals provided to the Sponsor in accordance with the agreement. Neither ECECD nor USDA assumes any liability for payment of the difference between the number of meals prepared, and the number of meals served by the SPONSOR that are ineligible for reimbursement.
- Retain control of the quality, extent, and general nature of the food service operation.
- Be responsible for loss or damage to equipment owned by the Vendor while in the possession of the Sponsor.
- Submit a signed copy of the annual "Vendor Agreement" or renewal amendment to "Vendor Agreement" to ECECD-CACFP prior to services beginning.

### Termination:

- Mutual Agreement Termination: With mutual agreement of both parties to this Agreement, upon receipt and acceptance not less than sixty (60) days of written notice, this Agreement may be terminated on an agreed upon date before the end of the agreement period or renewal period without penalty to either party.
- Non-Performance of Agreement and Termination:
  - Except as may be otherwise provided by this Agreement, this Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
  - The Sponsor may terminate this Agreement immediately upon written notice to Vendor if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Vendor loses its license or other ability to provide the required products and services, or if Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the Child Nutrition Programs).
  - Any agreement termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future proposal or bid from the defaulting Vendor.
- Termination for Convenience: The Sponsor may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Vendor.
- Termination for Convenience: The Vendor may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Sponsor.
- Final Payments: Upon any termination of this Agreement, the Sponsor will pay for all meals received up to the effective date of termination. The Vendor shall submit all required reports and other information.

## Standard Terms and Conditions:

- Vendor must be fully acquainted with terms and conditions relating to the performance of this Agreement. Failure or omission of Vendor to be familiar with existing conditions shall in no way relieve the Vendor of obligation with respect to this agreement.
- Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: Vendor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or <https://www.epls.gov/> agency. Vendor should consult Executive Orders 12549 and 12689. For additional information, Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit.
- State and Federally Required Contractual Provisions: Vendor must have obtained, and will continue to maintain during the entire term of this Agreement, all permits, approvals or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor is responsible to abide by all applicable federal and state laws and policies of ECECD and local health agencies, as applicable, when providing services under this Agreement.
  - Copy of current Health Department or Food Safety Agency - Food Production Permit provided to Sponsor.
- Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment.
- In connection with Vendor's performance of work under this Agreement, the Vendor agrees to comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by the Regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28 CFR Parts 42 & 50), and FNS directives or regulations issued pursuant to that Act and the Regulations to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.
- In connection with Vendor's performance of work under this Agreement, the vendor shall comply with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.
- Both Sponsor and Vendor must follow USDA's nondiscrimination policies, including the Nondiscrimination Statement on all materials and sources, including websites, to inform the public about FNS programs.
  - Provide appropriate information, including Web-based information, in alternative formats for persons with disabilities.
  - Convey the message of equal opportunity in all photographic and other graphics that are used to provide program or program-related information.
  - Display the "Justice for All" poster prominently, where it may be read by participants.

## Breach of Agreement and Remedies:

- If Vendor fails to comply with any of the terms and conditions of this Agreement; the Sponsor has the option to send Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach.
- If there is not a satisfactory resolution at the end of the ten (10) day Notice to Cure, the Sponsor has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by Sponsor of any rights or remedies for any

breach by Vendor. Sponsor expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the Sponsor may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which caused the breach.

- In the event of nonconformity, the Sponsor may, at its option, cancel the Agreement or place the products in the open market after due notice and recover from Vendor the anticipated difference between the market price at the time of replacement and the agreement price. Reason(s) for nonconformity check all that apply:

Non-delivery  Not ready for pickup  Partial delivery  Late delivery

The remedies of the Sponsor is cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

#### **Indemnify and Hold Harmless:**

- Vendor shall indemnify, defend, and hold harmless the Sponsor, its directors, officers, employees, and agents from and against and all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Vendor's negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors' employees, subcontractors, or agents. Vendor will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold harmless the Sponsor and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Agreement.
  - Vendor agrees to notify the Sponsor by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.
  - Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.
- Force Majeure: Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- Waiver: No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.
- Food Laws: Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to the FDA's Hazard Analysis and Critical Control Point (HACCP) plan. Sponsor may inspect Vendor's facilities and vehicles.
- Food Recall: Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the Sponsor and assurance that unsafe products are identified and removed from Sponsor sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

#### **Recordkeeping:**

- Lobbying Certification: This is required of contracts exceeding \$100,000.00. The Vendor must sign the Form 040 - Standard Form-LLL, Disclosure of Lobbying Activities.
- Records: Vendor and Sponsor shall retain all required records for a period of three (3) federal fiscal years, plus current federal fiscal year, after Sponsor makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the Sponsor, to a certified public accountant hired by the Sponsor, ECECD, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the Sponsor, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.

**Insurance:**

- Insurance (Sponsor should select only if applicable, and only select applicable certificates). Vendors shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in New Mexico. If selected, a Certificate of Insurance of the Vendor's insurance coverage indicating these amounts must be submitted at the time of the award to the Sponsor. Complete the information below based on the Vendor's Certificate of Insurance:

Comprehensive General Liability—includes coverage for:

- Premises—Operations
- Products—Completed Operations
- Contractual Insurance
- Broad Form Property Damage
- Independent Contractors
- Personal Injury: \_\_\_\_\_ Combined Single Limit
- Automobile Liability: \_\_\_\_\_ Combined Single Unit
- Workers' Compensation—Statutory; Employer's Liability: \_\_\_\_\_
- Excess Umbrella Liability: \_\_\_\_\_ Combined Single Unit
- The Sponsor shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Vendor must provide a waiver of subrogation in favor of the Sponsor for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
- The insurance company insuring the Vendor shall provide for notice to the Sponsor of cancellation of insurance policies 30 days before such cancellation is to take effect.

**General Assurances:**

- The Sponsor assumes ultimate responsibility as a sponsoring organization for the Child and Adult Care Food Program, and for the accuracy of all records and compliance with Federal and State Regulations. The Vendor agrees to immediately correct any areas of noncompliance brought to their attention by the Sponsor and/or State agency or USDA representatives.
- Fully executed Agreement shall be sent to ECECD-CACFP **PRIOR** to contract start date. Sponsor may send it to assigned CACFP Compliance Officer or to: [ececd-cacfp@state.nm.us](mailto:ececd-cacfp@state.nm.us)
- Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the parties.
- Sole Agreement. This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
- Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, email with delivery receipt, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.
- Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this Agreement, (2) the balance of the Agreement shall be interpreted as if such provision were so excluded and (3) the balance of the Agreement shall be enforceable in accordance with its terms.
- Advice of Counsel. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. ECECD is not a party to any contractual relationship between a Sponsor and a Vendor. ECECD is not obligated, liable, or responsible for any action or inaction taken by a Sponsor or Vendor based on this Agreement template. ECECD's review of the Agreement is limited to assuring compliance with federal and state procurement requirements. ECECD does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Agreement.

**Section B – Non-Discrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; fax: (202) 690-7442; or email: [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

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**Section C - Certification Statement**

I hereby certify that all the above information is true and correct. I understand that this information is being given in connection with receipt of federal funds and that New Mexico FNB CACFP officials may, for cause, verify information and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes.

  
\_\_\_\_\_  
Signature of Sponsoring's Representative

Teena Bhakta - Program Manager  
\_\_\_\_\_  
Name / Title

08/01/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Vendor's Representative

Maria Guerra / Director  
\_\_\_\_\_  
Name / Title

8/9/23  
\_\_\_\_\_  
Date