

## Contract Agreement for CACFP Vended Meal Service

*Provisions and Conditions for off-site meal preparation and delivery*

Check only one:

- Both Center/Sponsor and Vendor are Child Nutrition Program (CNP) Sponsors  
 Center/Sponsor is a CNP Sponsor; Vendor is **not** a CNP Sponsor -*Procurement Standards Apply*

This contract/agreement is for the purpose of providing meals for participants enrolled in a Day Care Center or Sponsor of day care centers in the Child and Adult Care Food Program (CACFP). This agreement provides the minimum obligations and responsibilities of the parties to this agreement.

This agreement/contract is made and entered into by and between:

	Institution (Center/Sponsor)	Food Service Management Co. (Vendor)
Name:	<u>Dona Ana County Head Start</u>	<u>Gadsden Independent School District</u>
Address:	<u>2540 El Paseo, Suite B</u>	<u>P.O. Drawer 70</u>
City, State, Zip:	<u>Las Cruces, NM 88005</u>	<u>Anthony, NM 88021</u>
Phone Number:	<u>(575) 647-8733</u>	<u>(575) 882-6771</u>
Contact Person:	<u>Amanda Gibson Smith</u>	<u>Maria Guerra</u>

Hereafter referred to as the Vendor and the Center/Sponsor.

This agreement/contract shall be effective for a period of one year beginning Aug 29, 2019 and ending on May 12, 2020 Jun 30, 2020.

The terms and conditions of this contract/agreement are as follows:

- In accordance in [7CFR 226.6(i)(10)] Meals prepared under this contract by the Vendor must conform to the NM CYFD-Family Nutrition Bureau and USDA Child and Adult Care Food Program (CACFP) requirements as required in [7CFR 226.20] and in nutritive value and content, CACFP meal pattern (*attached*) to the contract for specific meals being purchased. The Vendor shall operate in accordance with current Program regulations [7CFR 226.6(i) (6)].
- In accordance with [7CFR 226.6 (i)(1)] The following facilities which have been approved for participation in the CACFP are to have meals delivered to each location, each day, as specified. The Vendor agrees to supply the following number of meal(s) to the Center/Sponsor at the following facilities(s) at these delivery or pick-up times:

Facilities	Number of Meals	Meal Type(s) Breakfasts, Lunches, Snacks, Suppers	Days of the week (S M T W T F S)	Delivery Time	Or Pick-up Time
Anthony Head Start and Early Head Start Site	76	B, L & Snack	M - F	11 - 11:15	7:45 - 8
Berino Head Start Center Children eat in Berino Cafeteria	17	B, L & AM & PM Snack	M - Th	8:15/12:45	Walking
Vado Head Start Center Children eat in Vado Cafeteria	17	B, L & AM & PM Snack	M - Th	8:15/12:45	Walking

*\*Attach additional sheets if necessary*

In accordance with [7CFR 226.5(i) (8)] Meals shall be delivered in accordance with the delivery schedule described in the contract 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 delivery time specified and still be considered within the contracted delivery time.

3. Unit price per meal to be paid by the Center/Sponsor to the Vendor; The Vendor hereby agrees to furnish wholesome meals inclusive of milk (*check one*) Yes  No  to the Center for the rates listed below: SEE addendum

Breakfast: \$ 2.22 each

Lunch: \$ 3.50 each

Snack: \$ 0.90 each

Supper: \$ N/A each

4. The total projected agreement/contract amount for the year: \$ 80,000. (*Proposals totaling \$10,000 or more must be formally advertised [NMAC 8.2.2.18] and comply with federal procedures for Competitive Bidding*).
5. In accordance with [7CFR 226.6 (i)(9)] the Center/Sponsor through the delivery person at the time of current day delivery or by calling the vendor's office must advise the vendor by submitting a change of order for the number of meals required for the next day/week of service. An adjustment must be made to increases/decreases in number of meals ordered no later than N/A (a.m. daily or weekly).
6. In accordance with [7CFR 226.6 (i) (3)] All meals and snacks must be prepared in a kitchen operating with a current passing *inspection report* (**Attach Copy**) and *permit* (**Attach Copy**) from the State of New Mexico Environmental Department or other local or Federal health certification. Health and sanitation conditions are to be met by the vendor at all times. All meals and snacks must be prepared and held under sanitary conditions, as well as delivered to the Center/Sponsor at proper temperatures to prevent food borne illness. Meals are to be made available upon request to NM/CYFD/FNB State agency staff for periodic inspection.
7. Menu Preparation and Approval:

The Vendor must provide the Center/Sponsor, for approval, a proposed 20 day cycle menu (**Attach Copy of Menu**) for the operational period, at least 10 business days prior to the beginning of the period to which the menu applies.

Or

The Center/Sponsor must provide the Vendor a proposed \_\_\_\_\_ day cycle menu (**Attach Copy of Menu**) for the operational period, at least \_\_\_\_\_ business days prior to the beginning of the period to which the menu applies.

Any changes to the menu made after the Center/Sponsor approval must be agreed upon by the Center/Sponsor and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties acceptable meals meeting meal pattern requirements. [7CFR 226.6 (i) (4)].

8. The Vendor may not sub-contract any portion of this agreement/contract.
9. The Vendor must maintain all records supported by invoices, receipts or other evidence the Center/Sponsor may need to meet their responsibilities [7CFR 226.6(i) (2)]. Recipes, nutrition facts labels, and any necessary child nutrition (CN) labels or product specification sheets related to the menus served; Vendors must use standardized recipes. On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the Center/Sponsor. Meal count documentation must include the number of meals requested by the Center/Sponsor in writing.

10. The Center/Sponsor will not pay for meals that 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 [7CFR 226.6(i) (7) and 7CFR 225.6(i) (8)]. The Center/Sponsor shall be responsible for informing the Vendor of its reason for determining that a meal is unacceptable in writing within forty-eight (48) hours.
12. The Vendor will present an invoice and delivery receipts within (#) 10 working days following the end of the preceding month for meals delivered (no less frequently than monthly) [7CFR 226.6(i) (2)]. The Center/Sponsor will submit payment to the Vendor within (#) 30 days of receipt of the invoice. The Center/Sponsor shall notify the Vendor within (#) 15 days of receipt of any discrepancy in the invoice.

The Center/Sponsor shall pay the Vendor for all meals delivered in accordance with the Agreement. Neither NM/CYFD/Family Nutrition Bureau, nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Vendor and the number of meals served by the Center/Sponsor that are eligible for reimbursement. In addition, neither NM/CYFD/Family Nutrition Bureau, nor USDA will be responsible for resolving issues of partial or non-payment per the terms of this agreement.

13. The books and records pertaining to the Vendor's and Center/Sponsor's food service operation shall be available for inspection and/or audit by representatives of the State Agency; USDA and/or the U. S. General Accounting Office; USDA, Office of the Inspector General; at any reasonable time and place. These records must be retained for a period of three years from the date of receipt of final payment under this contract, or in cases where an audit remains unresolved, until such time as the audit is resolved [7CFR 226.6 (i) (5)].
14. Both Vendor and Center/Sponsor must follow USDA's non-discrimination policies. Vendor or Center/Sponsor shall not illegally discriminate in either the provision of services, or in employment, against any person because of race, color, national origin, age, disability, sex, gender identity, religion, reprisal. Vendor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non discrimination, affirmative action and equal employment opportunity.

The following nondiscrimination statement must be included on all program materials published for public information through brochures, bulletins, leaflets, letters, and newspapers. If the material is too small to permit the full statement to be included, the material will at a minimum include USDA's short nondiscrimination statement. When used, both statements should be in print size no smaller than the text of the document.

**Full Version:**

*The United States Department of Agriculture (USDA) and the State of New Mexico prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and, where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)*

**Short Version:**

*This Institution is an equal opportunity provider and employer.*

15. Agreements/contracts of amounts in excess of \$150,000 shall comply with all applicable standards, orders, or requirements issued under section 305 of the Clean Air Act (42 U.S.C. 1837(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive order 11738, and Environmental Protection Agency regulations (40 CFR part 15) [7CFR 225.22(l)(6)].
16. If this agreement/contract is for an outside-school-hours facility, the meals must be unitized, with or without milk, unless the State Agency determines that unitization would impair the effectiveness of the food service operations [7CFR 226.6 (i) (11)].

**Additional inclusion must be attached to this agreement.**

The institution (center/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 Center/Sponsor and/or State agency or USDA representatives. The center shall be responsible for processing its own Income Eligibility Applications and for any over claim resulting from improperly categorized applications, meal counting errors or other over claims.

This agreement/contract may be terminated by either party upon submission to the other party of written notice at least 30 days prior to the date of termination. A copy of the termination letter must be sent to the State Agency.

Institution (Center/Sponsor):

Food Service Management Company/Vendor

Dona Ana County Head Start

Gadsden Independent School District

Printed Name: Amanda I Gibson Smith

Printed Name: Maria Guerra

Signed: 

Signed: 

Health / Nutrition Specialist

Date: 7/11/2019

Date: 7/11/19

Signed contract/agreement is due to NM/CYFD/Family Nutrition Bureau **Prior to contract start date.** Program reimbursements will not be paid for any meals/snacks that occur prior to the signed contract/agreement being **received** by NM/CYFD/FNB and approved.

E-mail signed copy to: [loren.miller@state.nm.us](mailto:loren.miller@state.nm.us) or by mail to:

**Family Nutrition Bureau**

**P O Drawer 5160**

**Santa Fe, New Mexico 87502**

**Attention: Loren Miller, Program Manager**