

Missouri Department of Health and Senior Services
 Community Food and Nutrition Assistance
 Child and Adult Care Food Program
 August 2008

**FOOD SERVICE CONTRACT PROTOTYPE
 ORGANIZATIONS
 WITH CONTRACTS LESS THAN \$100,000**

This agreement is made and entered into by and between

(Name of Institution)

(Name of Contractor)

The contractor agrees to furnish meals as ordered by the institution for the period of:

_____ To _____

(Beginning Date) (Ending Date)

based on the following:

| | Estimated Number of Meals Served Per Day | x | Estimated Number of Serving Days Per Year | x | Unit Price | = | Total Price |
|-----------|--|---|---|---|---------------|---|----------------|
| Breakfast | _____ | x | _____ | x | _____ | = | _____ |
| Lunch | _____ | x | _____ | x | _____ | = | _____ |
| Snack | _____ | x | _____ | x | _____ | = | _____ |
| Supper | _____ | x | _____ | x | _____ | = | _____ |

The unit prices submitted are based on the cycle menu attached (Schedule B), which is a part of this Agreement. The meals furnished shall meet or exceed requirements as specified in Section 226.20 of the Child and Adult Care Food Program (CACFP) Federal Regulations, attached copy of which is a part of this agreement. The contractor agrees to deliver _____ (unitized/bulk) meals _____ (inclusive/exclusive) of milk on a daily basis to the location(s) during the timeframes indicated on the delivery schedule attached which is a part of this Agreement (Schedule A).

The Institution will make notification of any changes in approved sites not less than ____ days prior to the day of delivery of the meals. The Institution reserves the right to increase or decrease the number of meals ordered on a ___ hour notice or less if mutually agreed upon between the parties of this Agreement.

The Contractor agrees to package and deliver meals in containers that meet local health standards. Potentially hazardous foods shall be maintained at temperatures less than 41 degrees Fahrenheit or at 141 degrees Fahrenheit and above during transport. The Contractor assures that it has State or local health certification at the preparation facility and assures that health and sanitation requirements will be met at all times. If requested, the Contractor agrees to provide meals for periodic inspection to determine bacteria levels. The Contractor shall provide the Institution with a copy of the health inspection certification.

The Contractor shall attach a ticket with each delivery specifying the menu and the quantity of each food item for each meal (breakfast, lunch, snack, supper) that is provided. The Contractor shall submit an itemized invoice to the Institution _____ (i.e., weekly, monthly), which specifies the quantity of meals by type delivered during the preceding _____ (i.e., week, month), with a copy of each delivery ticket attached.

The Contractor agrees to maintain all records (supported by invoices, menus, production records, receipts, etc.) that the Institution needs to meet its responsibilities under the Regulations. These records shall be available for inspection and audit by representatives of the Institution, State Agency, U.S. Department of Agriculture, and the U.S. Government Accounting Office at any reasonable time and place up to three years from the date of receipt of final payment, or until final resolution of any audits.

Payment shall not be made for any meals that do not meet requirements of Section 226.20 of the CACFP Federal Regulations, are spoiled or unwholesome at the time of delivery, delivered outside of agreed upon delivery time, or do not otherwise meet the requirements of this Agreement.

The Institution shall have the option to cancel this contract if the Federal government withdraws funds to support the Child and Adult Care Food Program. It is further understood that, in the event of cancellation of the contract, the Institution shall be responsible for meals that have already been assembled and delivered in accordance with this Agreement.

This Agreement may be terminated by either party upon _____ days written notification. The following parties as of the date indicated below hereby execute this Agreement:

Contractor Official's Signature

Institution Official's Signature

Title

Date

Title

Date

DOCUMENTATION OF VENDOR CONTACT

FOOD CONTRACTS LESS THAN \$100,000

Instructions: Completed form to be sent to the State agency with the Food Service Management Contract

| | Vendor Name Address Telephone Contact Person | Date of Contact | Method of Contact (phone, fax, in person, etc.) | Price Per Meal | | | | Total Price Quote |
|-------------|---|-----------------|--|----------------|------------|----------------------------|--------------------------|-------------------|
| | | | | Meal | Unit Price | Estimated Servings per Day | Estimated Number of Days | |
| VENDOR 1 | | | | Breakfast | | | | |
| | | | | Lunch | | | | |
| | | | | Snack | | | | |
| | | | | Supper | | | | |
| VENDOR 2 | | | | Breakfast | | | | |
| | | | | Lunch | | | | |
| | | | | Snack | | | | |
| | | | | Supper | | | | |
| VENDOR 3 | | | | Breakfast | | | | |
| | | | | Lunch | | | | |
| | | | | Snack | | | | |
| | | | | Supper | | | | |