

Contract Agreement for CACFP Vended Meal Service

Provisions and Conditions for off site meal preparation and delivery

I. Involved Parties;

This agreement is entered into between;

Gadsden Independant School District

Food Service Management Company (Vendor)

P.O. Drawer 70, Anthony, New Mexico 88021

(Address/Location)

(575) 882-6771

Telephone Number

Mr. Demetrious P. Giovas

(Contact Person)

and **Doña Ana County Head Start, New Mexico State University**
Box 30001, MSC 3R, Las Cruces NM 88005

Independent Child Care Center or Sponsor of Child Care Centers (Center)

hereafter referred to as the Vendor and the Center.

II. Rates and Payment Provisions

The Vendor hereby agrees to furnish meals (inclusive/exclusive) of milk to the Center for the rates listed below:

Breakfast	\$ <u>1⁷⁵/_{xx}</u> each	Lunch	\$ <u>2⁹⁰/_{xx}</u> each
Snack	\$ _____ each	Supper	\$ _____ each

Approximately 140 meals will be required for each day of service. A monthly bill for the total number of meals ordered and received will be sent by the Vendor to the Center by the 1st of each month. Payment is due to the vendor 30 days from receipt of invoice.

[In accordance with CFR 226.6 (i) (7)]

Payment shall not be made to the vendor for; meals which are delivered outside of the agreed upon delivery time, meals which are spoiled or unwholesome at the time of delivery or do not otherwise meet the meal specification requirements contained in the contract.

III. Specifications

[In accordance with CFR 226.6 (i) (6)]

The vendor shall operate in accordance with current USDA Child and Adult Care Food Program regulations.

[In accordance with CFR 226.6 (i) (4)]

Meals delivered shall conform to a Cycle Menu **(Please Attach copy)** upon which the bid was based and to menu changes agreed upon in writing by both the center and the vendor.

[In accordance with CFR 226.6 (i) (10)]

All meals and snacks must conform to the State of New Mexico and the USDA Child and Adult Care Food Program requirements of CFR 226.20 and in nutritive value and content, required components and minimum quantities as specified in Attachment B (Meal pattern requirements/ creditable foods).

[In accordance with CFR 226.6 (i) (3)]

All meals and snacks must be prepared in a kitchen operating with a current passing certification inspection **(Please Attach copy)** from the State of New Mexico Environmental Department or have 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 under sanitary conditions and held, as well as delivered to the Center at proper temperatures to prevent food borne illness. Meals are to be made available upon request to New Mexico CYFD/FNB state agency staff for periodic inspection by the local health department or an independent agency to determine if bacteria levels conform to the levels which may be present in meals prepared or served by other establishments in the locality. The results of these inspections shall be submitted to the center and the state agency.

[In accordance with CFR 226.6 (i) (11)]

All main meals delivered for out-side school hours care centers shall be unitized with or without milk, unless an exemption is granted by the state agency. For other facilities the state agency may require unitization if there is evidence which indicates that it is necessary to insure compliance with CFR 226.20

IV. Ordering and Delivery Procedures

[In accordance with CFR 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.

<i>Facilities</i>	<i>Number of Meals</i>	<i>Delivery time</i>
<u>Anthony I, II, III, IV Head Start</u>	<u>70</u> Breakfasts	<u>7:45 am</u>
_____	<u>70</u> Lunches	<u>12:15 pm</u>
_____	_____ Snacks	_____
_____	_____ Suppers	_____
days of the week; S M T W T F S		
_____	_____ Breakfasts	_____
_____	_____ Lunches	_____
_____	_____ Snacks	_____
_____	_____ Suppers	_____
days of the week; S M T W T F S		

[In accordance with CFR 226.6(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 10 minutes prior to, and/or 5 minutes after the delivery time specified and still be considered within the contracted delivery time.

[In accordance with CFR 226.6(i) (9)]

Increases or decreases in the number of meals ordered may be made by the center as needed by submitting a change order for the number of meals required for the next day of service, to the delivery person at the time of current day delivery or by calling the vendor's office with at least 24 hours of prior notice.

V. Record Keeping

[In accordance with CFR 226.6 (i) (2)]

The vendor shall maintain such records (supported by invoices, receipts, or other evidence) as the institution will need to meet it's responsibilities under CFR 226.6(i) and shall promptly submit invoices and delivery reports to the center no less frequently than monthly.

[In accordance with CFR 226.6 (i) (5)]

The books and records of the vendor pertaining to the institution's food service operation shall be available for inspection and audit by representatives of; The State Agency, The USDA or The US General Accounting Office at any reasonable time and place, for a period of three years from receipt of final payment under the contract, or in cases where an audit requested by the State agency or USDA remains unresolved, until such time as the audit is resolved.

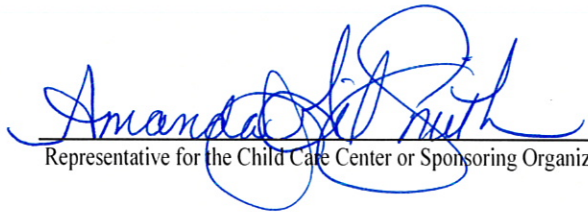
Meal service transporting equipment, containers and utensils will be provided by Doña Ana County Head Start & GISD and will be cleaned and sanitized on a daily basis by Doña Ana County Head Start & GISD.

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

VII Contract Effective Period

This agreement shall be effective as of August 30, 2010 and shall remain in effect until May 11, 2011. Termination of this contract can occur with 14 days of written notice given by either party. Modifications may occur at any time when agreed to by both parties in writing.

IN WITNESS WHEREOF, The aforementioned parties have executed this agreement on the dates indicated below:


 Representative for the Child Care Center or Sponsoring Organization

Director, DACHS
 Title Date

7/1/2010
 Date

 Representative for the Food Service Management Company (Vendor)

Food Service Director
 Title Date

7/1/2010
 Date