

**NON-SOLICITATION CONTRACT
 (Less than \$20,000 or Contract with Public Entity)**

This contract is made this _____ day of _____, 20 ____, by and between:

 (Name of Center)

 (Name of Vendor or Food Service Management Company)

Hereinafter referred to as "Center."

Hereinafter referred to as "Vendor."

 (Address)

 (Address)

 (City, State, Zip)

 (City, State, Zip)

 (Telephone)

 (Telephone)

 (Authorized Representative)

 (Person to Contact)

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree to enter into this contract for the purchase of meals subject to the following terms:

- Meals prepared by the Vendor shall comply with the Child and Adult Care Food Program (CACFP) meal pattern and component requirements (see Attachment C). Foods prepared by the Vendor also shall comply with specific requirements as addressed in the "CACFP Crediting Foods" handbook.
- The Vendor shall not subcontract for any meal, with or without milk, or for the assembly of any meals. The Vendor shall prepare the meals at _____ (address of preparation site). The meals indicated below shall be prepared at the following prices per meal and shall include quantities stated for each meal ordered.

Meal:	Milk¹	Meat/ Meat Alt.²	Fruits and/or Vegetables	Bread/ Grain³	Cost per Meal
Breakfast	cup	oz.	cup	serving	\$
A.M. Snack ⁴	cup	oz.	cup	serving	\$
Lunch	cup	oz.	cup	serving	\$
P.M. Snack ⁴	cup	oz.	cup	serving	\$
Supper	cup	oz.	cup	serving	\$

¹Include quantities of milk only if provided by the Vendor.

²Ounces of meat/meat alternate are based on cooked portions of lean meat and shall not include breading and/or bones.

³Refer to Attachment C for serving requirements for bread/grain.

⁴Components from two food groups are required for snacks. Indicate portions for all food items provided by the Vendor.

3. The unit prices submitted are based on a minimum of 4 weeks menus, which are attached hereto and made a part of this contract. The menu cycle shall be an integral part of the contract. The Vendor must adhere to the cycle for the first _____ days.
4. The Vendor shall provide menus to the Center on a _____ basis _____ days in advance of meal service.
(weekly, monthly)
These menus shall be reviewed and approved by the Center for compliance of the meal pattern and component requirements. If cycle menus are used, they will be furnished monthly or as the cycle runs.
5. Meals shall coincide on a daily basis with the approved menu. Menu changes shall be agreed upon by both parties but changes will not be entertained subsequent to placement of any weekly order. All menu substitutions shall be approved by the Center. When an emergency situation exists which might prevent the Vendor from providing a specified meal component the Vendor shall notify the Center immediately so substitutions can be agreed upon.
6. The type and number of meals listed for each site on Attachment A, which is attached hereto and made a part of this contract, shall be transported by employees of the _____ on a daily basis from the preparation site to each
(Center or Vendor)
serving site by the delivery times indicated in Attachment A. The meals shall be transported at proper temperatures in containers that meet local health standards. Containers shall be furnished by the _____. The containers shall be sanitized daily by the Vendor. (Center or Vendor)
7. The Vendor agrees to package the meals in _____ packages for delivery. Milk _____
(unitized or bulk) (shall or shall not)
be included. Outside school hours facilities contact Kansas State Department of Education.
8. The Vendor assures that it has Federal, 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 Vendor agrees to provide meals for periodic inspection to determine bacteria levels and results shall be submitted to the Center and to Kansas State Department of Education.
9. Any changes in approved sites will be made by the Center not less than _____ days prior to the day of delivery of the meals. The Center reserves the right to increase or decrease the number of meals ordered up to one hour prior to delivery.
10. The Vendor shall attach a Meal Transport Sheet with each delivery specifying the date and quantity of meals, by type (breakfast, lunch, supplement, supper), that are provided. The Vendor shall submit an invoice and delivery receipts to the Center on a _____ basis for payment of the meals provided. The Center shall remit payment to the
(weekly or monthly)
Vendor within _____ days of receipt of the invoice.
11. The Vendor agrees to maintain all necessary records, supported by the invoices, receipts or other evidence, which may be required by the Center to meet its Child and Adult Care Food Program responsibilities.
12. The Vendor's books and records pertaining to the services to be provided herein and the Center's food service operation shall be available for inspection and/or audit by representatives of the Kansas State Department of Education; USDA, Food and Nutrition Service; the U.S. General Accounting Office; and USDA, Office of the Inspector General, at any reasonable time and place. These records shall be retained for a period of four years from the date of receipt of final payment under this contract, or in case where an audit remains unresolved, until such time as the audit is resolved.
13. The Vendor agrees to operate in accordance with current CACFP regulations.
14. No payment shall be made to the Vendor for meals that do not meet the meal requirements as set forth herein, are spoiled or unwholesome at time of delivery, are delivered outside the agreed upon delivery time, have been disallowed for reimbursement by Kansas State Department of Education or USDA Federal Reviewers, or otherwise do not meet the requirements of this contract.
15. The parties expressly agree that the Center may cancel the contract in the event federal funding supporting the program is withdrawn by the funding source.
16. **TERMINATION:** The Center reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract. The Center shall notify the Vendor of specific instances of noncompliance in writing. In instances where the Vendor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Center shall have the right, upon written notice, to immediately terminate the contract and the Vendor shall be liable for any damages incurred by the Center. The 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 KANSAS STATE DEPARTMENT OF EDUCATION.

17. The term of this contract shall be from _____ to _____ (not to exceed one (1) year).

(beginning date)
(ending date)
18. Food service personnel responsible for planning/preparing meals shall be orientated to the terms of the contract and receive a copy of the "CACFP Crediting Foods" handbook.
19. By signing this contract, the representatives of the parties thereby represent and warrant that they are duly authorized by the respective parties to sign this contract, binding the parties hereto.

On behalf of the Center(s):

On behalf of the Vendor:

 (Signature of Authorized Representative)

 (Signature of Food Service Director)

 (Typed Name of Authorized Representative)

 (Typed Name of Food Service Director)

 (Title) (Date)

 (Title) (Date)

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (866) 632-9992 (voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through Federal Relay Service (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Child and Adult Care Food Program

**SPECIFICATIONS FOR MEALS ON CONTRACT
Attachment A**

Directions: (1) Complete one Attachment A for each site. (2) Type "XXX" in boxes which are not applicable.

_____ Name of Site	
_____ Address	
_____ City	_____ Zip
_____ Center Director	_____ Phone Number

	BREAKFAST	AM SNACK	LUNCH	PM SNACK	SUPPER
A. Delivery time for each meal.					
B. Estimated number of meals per day.					
C. Estimated number of serving days per <u>year</u> .					
D. Unit price per meal.					
E. Estimate total for contract period. (B x C x D = E)					

Child and Adult Care Food Program

**4 WEEK MENU SAMPLE
Attachment B**

A minimum four-week menu (20 days) must be attached as part of the contract for each meal type provided under this contract (breakfast, lunch, snack, supper). Sample menus must indicate the CACFP component for each meal. Refer to Attachment C – Requirements for Meals. Combination dishes such as casseroles, tacos, soups and stews must indicate the food components included. Generic recipe names such as “Cowboy Stew” and “Cooks Choice” are not acceptable. Listing “Fruit”, “Juice”, and “Cereal” are also not acceptable; name the specific food item served. If a breaded main dish item is provided with no additional grains/bread item, it must be indicated as a “CN” (Child Nutrition labeled product).

The following is an example of how cycle menus should be submitted as part of this contract. **DO NOT** submit this sample page.

<i>MONDAY</i>	<i>TUESDAY</i>	<i>WEDNESDAY</i>	<i>THURSDAY</i>	<i>FRIDAY</i>
Breakfast				
Milk Orange Juice ^(C) Bagel ^(I)	Milk Banana ^(C,F) Rice Krispies	Milk Cantaloupe Cubes ^(A,C,F) English Muffin ^(I)	Milk Strawberries ^(C) French Toast ^(I)	Milk Grapefruit Sections ^(C,F) Wheat Toast ^(I)
Lunch				
Milk Breaded Chicken Pattie ^(CN,I) Carrot Coins ^(A) Apple Wedges ^(F)	Milk Pizza (hamburger & cheese) ^(I) Lettuce Salad with Tomatoes ^(A,C,F) Watermelon ^(F)	Milk Chicken Legs ^(I) Mashed Potatoes w/gravy Green Beans Dinner Roll ^(I)	Milk Chili (ground beef, beans, tomatoes) ^(A,C,I) Applesauce Saltine Crackers	Milk Baked Cod Filets ^(I) French Fries Asparagus ^(A,C) Bread ^(I)
Snack				
Graham Crackers Milk	Trail Mix (Cheerios, Kix, & peanuts) Pineapple Juice ^(C)	Milk Oatmeal Cookies	Peanut Butter Sandwich ^(I) Grape Juice	Cheese Cubes Pear Slices ^(F)

Key to Abbreviations:

- A Vitamin A Source**
- C Vitamin C Source**
- CN Child Nutrition Labeled Product**
- F Fresh Fruit or Vegetable**
- I Iron Source**

**Child and Adult Care Food Program
REQUIREMENTS FOR MEALS
Attachment C**

Child and Adult Care Food Program Meal Pattern Requirements

Refer to 7 CFR 226.20 for the regulatory references to the CACFP Meal Pattern.

BREAKFAST

Age:	1-2	3-5	6-12	Adults
Fluid milk	½ cup	¾ cup	1 cup	1 cup
Juice or fruit or vegetable	¼ cup	½ cup	½ cup	½ cup
Grains/bread or cold dry cereal or cooked cereal	½ slice (or ½ serving) ¼ cup (or 1/3 oz.) ¼ cup	½ slice (or ½ serving) 1/3 cup (or ½ oz.) ¼ cup	1 slice (or 1 serving) ¾ cup (or 1 oz.) ½ cup	2 servings (or 2 slices) 1 ½ cup (or 2 oz.) 1 cup

SNACK

Select two of the following four components. Juice may not be served when milk is served as the only other component.				
Age:	1-2	3-5	6-12	Adults
Fluid milk	½ cup	½ cup	1 cup	1 cup
Juice or fruit or vegetable	½ cup	½ cup	¾ cup	½ cup
Meat or meat alternate or yogurt	½ oz. 2 oz. (or ¼ cup)	½ oz. 2 oz. (or ¼ cup)	1 oz. 4 oz. (or ½ cup)	1 oz. 4 oz. (or ½ cup)
Grains/bread	½ slice (or ½ serving)	½ slice (or ½ serving)	1 slice (or 1 serving)	1 slice (or 1 serving)

LUNCH/SUPPER

Age:	1-2	3-5	6-12	Adults
Fluid milk	½ cup	¾ cup	1 cup	1 cup (Lunch only)
Meat or poultry or fish or cheese or meat alternate	1 oz.	1 ½ oz.	2 oz.	2 oz.
Vegetables and/or fruit (2 or more different foods)	¼ cup (Total)	½ cup (Total)	¾ cup (Total)	1 cup (Total)
Grains/bread	½ slice (or ½ serving)	½ slice (or ½ serving)	1 slice (or 1 serving)	2 slices (or 2 servings)

Child and Adult Care Food Program Meal Pattern Requirements

Refer to 7 CFR 226.20 for the regulatory references to the CACFP Meal Pattern.

Infant Meal Pattern

	Breakfast	Lunch and Supper	Snack
Birth through 3 months	4-6 fluid ounces (fl. oz.) breast milk ¹ or formula ²	4-6 fl. oz. breast milk ¹ or formula ²	4-6 fl. oz. breast milk ¹ or formula ²
4 months through 7 months	4-8 fl. oz. breast milk ¹ or formula ² 0-3 tablespoons (tbsp.) infant cereal ³ (optional)	4-8 fl. oz. breast milk ¹ or formula ² 0-3 tbsp. infant cereal ³ (optional) 0-3 tbsp. fruit and/or vegetable (optional)	4-6 fl. oz. breast milk ¹ or formula ²
8 months through 11 months	6-8 fl. oz. breast milk or formula ² 2-4 tbsp. infant cereal ³ 1-4 tbsp. fruit and/or Vegetable	6-8 fl. oz. breast milk or formula ² 2-4 tbsp. infant cereal ³ and/or 1-4 tbsp. meat, fish, poultry, egg yolk, or cooked dry beans or dry peas or ½-2 oz. cheese or 1-4 oz. cottage cheese, cheese food, or cheese spread 1-4 tbsp. fruit and/or vegetable	2-4 fl. oz. breast milk or formula ² , or fruit juice ⁴ 0-1/2 slice bread or 0-2 crackers ⁵ (optional)

¹ Not applicable for contract

² Iron-fortified infant formula

³ Iron-fortified dry infant cereal

⁴ Full-strength fruit juice

⁵ Made from whole-grain or enriched meal or flour