

TO: Child and Adult Care Food Program Administrators

FROM: David A. Bowman, Education Associate
Child and Adult Care Food Program

SUBJECT: Meal Agreements Between Food Vendors and CACFP Institutions

DATE: January 25, 2006

Pursuant to our current policy concerning agreements between CACFP institutions and School Food Authorities for the supply of meals, advertising and public notice are not required regardless of the dollar value of such agreements.

To foster greater economy and efficiency, CACFP institutions are encouraged to enter into agreements with School Food Authorities participating in the National School Lunch or School Breakfast Program for the supply of meals. Institutions are authorized to conduct non-competitive negotiations in order to arrive at a mutually acceptable understanding with a School Food Authority or other approved Food Vendor.

The agreement between the CACFP Institution and the School Food Authority/Food Vendor must be in writing and should specify meal types, approximate quantities, prices and include sample menus. A sample agreement form for use in contracting with a School Food Authority/Food Vendor is attached.

There is no change in the requirements applicable to contracts between institutions and food service management companies or between institutions and schools not approved to participate in the National School Lunch Program or the School Breakfast Program.

If you have any questions or need assistance regarding procurement, please call this office at 735-4060.

Attachment

CHILD AND ADULT CARE FOOD PROGRAM MEAL AGREEMENT

Agreement to Furnish Food Service
CACFP Institution/Food Vendor

THIS AGREEMENT is made and entered into by and between (Food Vendor) _____
_____ and the (CACFP Institution) _____

WHEREAS the facilities of the (Institution) _____
are not adequate for preparing and serving meals to participants, while the facilities of the
(Food Vendor) _____
are adequate to serve meals to participants from the institution; the (Vendor) _____
_____ (name) agrees to supply meals
(inclusive/exclusive) of milk to (Institution) _____
in the approximate quantities and at the rates listed herein:

Meal Type	Daily Quantity	Unit Price	Operating Days	Total Cost
Breakfast				
Supplement				
Lunch				
Supper				

It is further agreed that the (Vendor) _____,
Pursuant to the provisions of the Child and Adult Care Food Program regulations,
Attached copy of which is part of this agreement, will ensure that said meals meet the
minimum requirements as to nutritive value and content, and will maintain full and
accurate records that the institution will need to meet its responsibility including the
following:

1. Menu records, including amount of food prepared.
2. Meals, including daily number of meals delivered by type.

These records must be reported to the institution promptly at the end of the month.
(Vendor) _____ agrees also to retain records required under
the preceding clause for a period of three years after the end of the fiscal year to which
they pertain (or longer, if an audit is in progress); and upon request, to make all accounts
and records pertaining to the program available to representatives of the institution, the
administering agency, the Office of the Inspector General or the General Accounting
Office for audit or administrative review at a reasonable time and place.

Scope of Services:

- A. All meals furnished must meet or exceed U.S. Department of Agriculture requirements set out in Schedule C (attached).

B. Vendor shall furnish meals as ordered by the CACFP Institution during the period of * _____ to* _____.

C. Meals shall be delivered with the following non-food items: ** _____

D. (List other Services required). _____

* Institution shall insert contract commencement date and expiration date.

** Institution shall list non-food items, e.g., condiments, napkins, plates. Institution shall insert non-food items that are necessary for the meal to be eaten.

This agreement shall be effective as of (date) _____. It may be terminated by notice in writing given by any party hereto to the other parties at least thirty (30) days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

OFFICIAL

FACILITY OFFICIAL

TITLE

DATE

TITLE

DATE

PLEASE ATTACH SAMPLE MENUS FOR EACH MEAL TYPE