



COLORADO
Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

To: All Institutions

From: Colorado Department of Public Health and Environment
Child and Adult Care Food Program

Date: January 2015

Subject: Food Service Management Contract (FSMC)

Program regulations allow for institutions to contract with food service management companies to provide meal service for their institution(s). Regulations require a valid contract in place if your institution chooses to contract with a food service management company for the meals provided to participants in the Child and Adult Care Food Program (CACFP). The CACFP requires all food service management contracts submitted with the attached standard, fill-in-the blank contract. Public institution may, with the approval of the CDPHE-CACFP, use their customary form of contract if it incorporates the provisions of 226.6(i).

If your institution will use a food service management company, please provide the CACFP office with a copy of the standard contract along with your application. CACFP must have a valid contract on file in order to approve your institution's participation and to reimburse your institution for meals and snacks served. The contract can be attached directly to your application in CHEARS.

The enclosed standard contract contains required elements as described in program regulations 7CFR226.6(i). If your institution and the food service contractor determine that additional and specific requirements should be included in the contract, that information must be submitted as an addendum to the standard contract. The standard contract also includes a **Site Information Form**. Please complete this additional form and attach as part of the contract if your contract will include service of meals to multiple sites.

Program regulations also require compliance with applicable procurement procedures when selecting a food service management company. The following are the required procurement procedures:

- If the annual contract will be between \$5,000 and \$150,000, three documented quotes must be obtained. If an institution cannot obtain three documented quotes, then justification must be maintained on file with the documented quotes received by the institution.
- Contracts in excess of \$150,000 must be awarded using a formal bid process. If you need information on the formal bid process, please contact the CACFP office.
- Procurement rules require that institutions must select the lowest quote/bid of acceptable offers. If an institution determines that selection of a quote/bid other than the lowest is in the best interest of the institution, then justification must be maintained on file with the quotes/bids received by the institution.
- All documentation, both quotes and bids related to the procurement, must be maintained on file and will be reviewed for compliance with applicable requirements during our review process.

FOOD SERVICE MANAGEMENT CONTRACT

This Agreement made this day _____, by and between

Institution Name _____,

Address _____,

Hereinafter referred to as the **Institution**, and

Food service management company/School/School District _____,

Address _____,

Hereinafter referred to as the **FSMC**.

The terms of this agreement shall be for the purposes of providing bulk or unitized meals and snacks to the Institution according to the USDA Food Program Regulations 7 CFR 226.20 (as administrated by the Colorado Department of Public Health and Environment, Child and Adult Care Food Program [CDPHE-CACFP]) and the CDPHE-CACFP Center Manual and the Creditable Food Guide.

AGREED:

- It is agreed that the FSMC shall prepare bulk or unitized snacks and meals for the Institution.
- This Agreement shall be in effective for one year, from _____ through _____.
- This Agreement is not in effect until signed by all parties.
- That a copy of the Agreement between the Institution and the FSMC shall be submitted to the CDPHE-CACFP prior to the beginning of this agreement.
- This Agreement is entered into as required by the procurement regulations 7 CFR 226.21 and 7 CRF 226.22.
- This Agreement is contingent upon the availability of funds appropriated for the CACFP in a sufficient amount.
- Any addendums made to this standard Agreement are attached and made a part of the Agreement. The addendum shall be submitted to the CDPHE-CACFP prior to the beginning of this agreement.

Terms of Agreement

- The FSMC shall provide the specified meals to the Institutions listed on the Site Information Form that is attached to the contract.
- The FSMC shall conform to all health, sanitation, and service requirements as specified by local and state agencies. The FSMC shall have the required health certification for the facilities it uses to prepare the meals serviced to CACFP participants and ensure health and sanitation requirements are met at all times.
- The FSMC shall operate in accordance with current program regulations, 7 CFR226.20.
- All meals and snacks must meet all nutritional requirements as stated in the USDA Food Program regulations, 7 CFR Part 226.20.
- Weekly menus meeting the meal and snack requirements specified in USDA Regulations, 7CFR Part 226.20, must be received by the Institution _____ working days prior to the week of service. Meal and snack menus will be reviewed by the Institution to insure nutritional standards, variety, and suitability for the age group.
- The Institution shall call in number of meals _____ days in advance.

- Menus are subject to change by the FSMC due to outages and shortages beyond its control. The Institution must receive prior notification in such instances.
- All special meals and/or snacks requested by the Institution shall be submitted the FSMC in writing no later than ____ day(s) prior to being served and are subject to the FSMC’s approval, based on FSMC’s ability to provide the special service. This notice shall include any specific instructions for preparation.
- Donated commodities (circle one) will/will not be used in the preparation of meals.
- The FSMC may not subcontract for the total meal, with or without milk, or for the assembly of the meal.
- All food will be delivered by the FSMC or picked up by the Institution in accordance with the schedule included on the Site Information Form that is attached.
- The Institution reserves the right to demand replacement of, or refuse payment for, meals or snacks that do not meet USDA nutritional requirements, or are spoiled or unwholesome at the time of delivery, or are delivered outside of the agreed up delivery time.
- These prices are for snacks and meals that meet USDA-CACFP meal pattern requirements, 7 CFR 226.20, for appropriate ages of children and adults. Total prices shown are per child or adult and are as follows:

AGE	Breakfast	Lunch	Dinner	Snack
Age 1-2				
Age 3-5				
Age 6-12				
Adult				

- The FSMC shall provide to the Institution on a monthly basis:
 - Itemized statements showing daily quantities, unit price, and total bill for food provided.
 - Daily record of number of breakfasts, lunches, dinners, and snacks provided each day.
 - Delivery invoices signed by designee of the Institution certifying quantity and quality.
- The Institution shall remit payment for invoices submitted in accordance with the preceding paragraph within _____ calendar days.
- Any increase in meal prices during the term of this Agreement would initiate discussion between the FSMC and the Institution. All adjustments in rates, provisions, or program will be by mutual agreement between the FSMC and the Institution.
- The FSMC shall maintain such records as follows to document food costs:
 - Delivery invoice signed by a designee of the Institution certifying that quantities and quality meet specifications.
 - Itemized statements showing quantities, unit prices, and total bill for food delivered each month.
 - Receipts for payment of food service.
 - Records of discounts if not reflected on itemized bill.
 - Menu and production records reflecting actual types and amounts of food delivered.
 - Cycle menus to be used. If these are changed during the contract period, revised menus shall be submitted to the Institution.
- These records shall be available for inspection and audit by representatives of the CDPHE-CACFP, of the USDA, and of the U.S. General Accounting Office at any reasonable time and place for a period of 3 1/3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the CDPHE-CACFP or the USDA remains unresolved, until such time as the audit is resolved.
- In the event that the FSMC shall fail to carry out and comply with any of the covenants, conditions, and agreements to be performed by it hereunder, or to comply with any reasonable requirements adopted by the Institution in respect hereto, the Institution may notify the FSMC of such failure or default and demand that the same be remedied within _____ days. In the

event of failure of the FSMC to so remedy the same, within said period, the Institution shall thereupon have the right to cancel and terminate this Agreement without further notice to the FSMC.

- The FSMC certifies, by execution of this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or is voluntarily excluded from participation in the transaction by any Federal Department or Agency.
- During the performance of this contract, the contractor will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR part 60). This clause is applicable unless the contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR part 60).

This agreement may be terminated by either party upon ____ day's written notification.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day, the month, and the year indicated below.

Institution Official's Signature, Title and Date:

Food Service Contract Official's Signature, Title and Date:

The U.S Department of Agriculture 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 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, the first six protected bases of race, color, national origin, age, disability and sex are the six protected bases for applicants and recipients of the Child Nutrition Programs.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632- 9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Site Information Form

Site: Name:	Contact: _____			
Address:	Phone: _____			
MEALS TO BE PROVIDED (Check all that apply)	DELIVERY/PICKUP TIME FOR EACH MEAL			
	MEAL	FSMC DELIVER OR CENTER PICK UP		TIME
	Breakfast	Deliver	Pick up	
	AM Snack	Deliver	Pick up	
	Lunch	Deliver	Pick up	
	PM Snack	Deliver	Pick up	
	Supper	Deliver	Pick up	

Site: Name:	Contact: _____			
Address:	Phone: _____			
MEALS TO BE PROVIDED (Check all that apply)	DELIVERY/PICKUP TIME FOR EACH MEAL			
	MEAL	FSMC DELIVER OR CENTER PICK UP		TIME
	Breakfast	Deliver	Pick up	
	AM Snack	Deliver	Pick up	
	Lunch	Deliver	Pick up	
	PM Snack	Deliver	Pick up	
	Supper	Deliver	Pick up	

Site: Name:	Contact: _____			
Address:	Phone: _____			
MEALS TO BE PROVIDED (Check all that apply)	DELIVERY/PICKUP TIME FOR EACH MEAL			
	MEAL	FSMC DELIVER OR CENTER PICK UP		TIME
	Breakfast	Deliver	Pick up	
	AM Snack	Deliver	Pick up	
	Lunch	Deliver	Pick up	
	PM Snack	Deliver	Pick up	
	Supper	Deliver	Pick up	