



CACFP002, CNP-121

Food Service Contract

Between For-profit Food Service and CACFP Organization

Instructions: The CACFP Organization must complete this contract for meals purchased from a for-profit vendor (e.g., grocery store, caterer, restaurant, Food Service Management Company, for-profit childcare center). Upload the signed agreement (pages 3-10) to the State agency* [IowaCNP](#) site-level checklist annually or sooner if changes occur. Keep a signed copy for your files.

Organization Name: _____ Agreement Number: _____

Site Name(s) and Number(s):

The CACFP Organization: _____, hereinafter referred to as the **Organization**, and the For-profit Food Service: _____, hereinafter referred to as the **Food Service**, located at the address of _____, hereby enter into a contract which describes the responsibilities of each party when providing meal service to Child/Adult Care Centers, Head Starts, Emergency Shelters, At-Risk Meal Program and Outside-School-Hours Child Centers participating in the Child and Adult Care Food Program (CACFP).

The Organization agrees to:

1. Provide the Food Service with a list of the names and addresses of the approved CACFP sites and the projected number of meals, by type, to be delivered to each location.
2. Notify the Food Service if the number of meals to be delivered needs to be changed for any center by (time) _____ on the day for which meals are to be served.
3. Reasonably notify the Food Service in advance for the days and times meals will not be served.
4. Ensure that the Food Service operation conforms to its agreement with the State agency.
5. Adhere to the procurement standards as set forth in the CACFP regulations at 7 CFR [226.21](#) and [226.22](#) and Office of Management and Budget regulations at 2 CFR [200.318-326](#) when procuring meals from a for-profit Food Service and submit required information to the State agency for approval prior to ordering meals.
6. Submit any proposed contract changes, including price adjustments, to the Iowa Department of Education, Bureau of Nutrition and Health Services (State agency) for approval prior to implementation.

The Food Service agrees to:

1. Maintain records including invoices, receipts, food production records (including amounts of food delivered), needed by the Organization to meet CACFP recordkeeping requirements.
2. Promptly submit invoices and delivery reports to the CACFP Organization no less frequently than monthly.
3. Be certified by Federal, State or local health officials where the food is prepared, stored and made ready for delivery.
4. Meet health and sanitation requirements at all times where food is prepared, transported and stored.
5. Make available to the State agency, U.S. Department of Agriculture (USDA) or U.S. Government Accounting Office, books and records for inspection and audit at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under this contract, or in cases where an audit is requested by the State agency or the USDA remains unresolved, until such time as the audit is resolved.
6. Conform to the cycle menus upon which the bid was based, and to menu changes mutually agreed upon by the Organization and Food Service.
7. Plan menus to meet CACFP meal pattern requirements for the age groups served (attached).
8. Not subcontract for the total meal or for the assembly of the meal.
9. Unitize all meals delivered for service in outside-school-hours care centers, unless the State agency determines that unitization would impair the effectiveness of food service operations.
10. Provide standardized recipes that include the yield, planned serving size and component contribution for mixed dishes, including but not limited to casseroles, sandwiches and salads. The recipes must be provided when the item is first served and whenever menu items change.



11. Provide Child Nutrition (CN) labels or Product Formulation Statements signed by an official of the manufacturer (not a sales person) for commercial combination foods, including but not limited to meat products with binders, fillers and extenders; breaded meat and poultry items; and pizza. The labels must be provided when the item is first served and whenever products change.
12. Provide Nutrition Facts labels for breakfast cereal and yogurt to document product provided met sugar requirements.
13. Provide product or ingredient labels as applicable to document whole grain-rich items were provided.
14. Provide a daily completed food production record to document the amount of food prepared and delivered.
15. Meals will be provided to the sites and at the times listed on pages 4 and 5.

The Organization and the Food Service mutually agree:

1. Menus must be reviewed by the organization and changes made as necessary to meet CACFP meal pattern requirements.
2. Meals delivered outside of the agreed upon delivery time, that are spoiled or unwholesome at the time of delivery, or do not otherwise meet quality or CACFP meal pattern requirements stated in this contract, will not be purchased nor money exchanged.
3. The price of the following meals for enrolled participants and for center staff will be:

| | |
|---------------------------------------------------|-----------------------------------------------|
| a. \$ _____ per enrolled participant breakfast | b. \$ _____ per center personnel breakfast |
| c. \$ _____ per enrolled participant lunch/supper | d. \$ _____ per center personnel lunch/supper |
| e. \$ _____ per enrolled participant snack | f. \$ _____ per center personnel snack |

Meals will be provided (check one):

- with milk
- without milk

(Milk must be skim or 1% for participants age 2 and over; whole milk for 1-year olds, and unflavored for pre-K children; flavored milk must be 1% or skim.)

The meal price includes (attach supporting documentation or specifications if needed):

- paper products
- delivery
- special diets
- non-dairy beverages
- other _____

4. If the Food Service receives commodities from USDA, the charge listed in Item 3 of this section should reflect the value of the use of commodities in preparation of those meals.
5. This contract may be terminated for cause or convenience by either party with 30 calendar days written notice. Neither party to this contract shall be liable to the other for damages caused by cancellation pursuant to this contract.
6. This contract is effective beginning _____, 20 ____ and ending _____, 20____.
7. For all contracts with annual values of \$25,000 or more, the Food Service certifies that the Food Service or related parties do not appear on the "List of Parties Excluded or Disqualified From Federal Procurement and Non-procurement Programs" currently listed at <https://sam.gov/content/home>.

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|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Signature of Authorized Representative of Organization: _____ Title: _____ Date: _____ | Signature of Authorized Representative of Food Service: _____ Title: _____ Date: _____ |
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Attachments: CACFP Meal Patterns – Infants, 1-18 Years, Adult

[Appendix II to Part 200](#)-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards