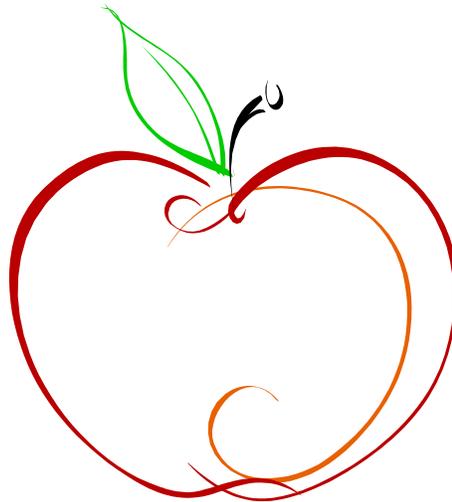


Procurement Procedures and Instructions For Food Service Contracts

For
Child and Adult Care Food Program



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Procurement Procedures and Instructions For Food Service Contracts

General Information

The state agency approved contracts and agreements **must** be used without alteration. Under no circumstances will the state agency approve a contract that has been re-typed or otherwise modified. Institutions may amend contracts as necessary by adding additional pages to the SDE contract. In no case may amendments negate or change sections in the Agreement.

Use only state agency approved contract and agreement forms!

If the SDE determines that the institution and food service management agency or school system have two contracts or agreements that cover the same period of time, the SDE will consider both contracts null and void and CACFP fund may not be used to pay for purchased meals under either contract.

It is essential to begin the process of securing food procurement contracts prior to CACFP approval. Although it is permissible for the contract year to be for a period of twelve months or less, institutions should develop procurement contracts that coincide with the CACFP fiscal year, October 1 to September 30. Application approval will be delayed until all required documentation is received by the state agency.

**All agreements or contracts must be SIGNED by both parties
prior to the start date of the contract!**

All contracts must be signed by both the vendor and institutions prior to implementation. For example, a contract that goes into effect on October 1 must be signed on September 30 or earlier. **Contracts signed after the start date are not legally binding and will not be approved by the state agency.**

**All agreements or contracts must be RECEIVED by the SDE prior
to start date of the contract!**

Contract Renewals:

Federal Regulations limit the duration of contracts between an institution and food service management company to one year, with options for yearly renewals, not to exceed four additional years. Institutions wishing to renew a contract with a vendor must submit the appropriate renewal contract prior to the start date of the contract. **School Agreements must be completed annually.**

Contracting with a School

Instructions

Institutions that contract for meals from a school system are exempt from following a small purchase or competitive bid procedure. The Institution must adhere to the following guidelines in securing the agreement:

- **Only the SDE Issued Agreement for A School to Furnish Food Service to a Child/Adult Care Center may be used.** The Agreement may not be re-typed or otherwise modified. Institutions may amend the agreement by adding additional pages. In no case may amendments negate or change sections in the Agreement.
- ***Under no circumstances may the Institution and the School Board enter into two agreements with concurrent time periods. If the SDE determines that the institution and school board have a second contract regarding food service, the SDE will consider both contracts null and void and CACFP fund may not be used to pay for purchased meals under either contract.***
- **The Agreement must be entered into with the School Board and not a local school.** It must be signed by the superintendent or other individual authorized by the School Board to enter into and sign contracts. If someone other than the superintendent signs the agreement, a copy of Board minutes authorizing that individual to sign and enter into contracts on behalf of the Board must be submitted with the contract.
 - The name and address of the institution must be listed on the agreement; not that of the center, if different
 - All blanks must be completed. If the school will not be providing a meal, "NA" must be written in the space
 - The Meal Delivery Schedule must be attached and list the name and address of the center or centers
- **The agreement must be signed and dated by all parties before the agreement start date. An agreement signed after the start date is not valid.**
- **The meal delivery schedule must be completed.** If the vendor feeds the children on site, write "eat on site" in the area where meals and delivery times are listed.
- **Secure and submit one month's menu** for the meals provided by the school. Review these menus before submission to the SDE. Menus must be complete including milk. Menus that indicate a meal does not contain all required components will be disallowed.

Submit a copy of the Agreement, meal delivery schedule and menus to the State Department of Education. These materials must be received by the SDE before the start date of the Agreement.

The Agreement for a School to Furnish Food Service may not be renewed. It must be entered into annually.

What to send the SDE

- Agreement for a School to Furnish Food Service
- Meal Delivery Schedule
- One month's sample menus which you have reviewed for completeness

When to send these items to the SDE

These items must be received by the SDE before the start date of the Agreement (before the first day of the contract).

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Food Service Agreement of Less than \$150,000

Instructions

This Food Service Agreement is designed for use by institutions where the annual value of the Food Service Agreement is less than \$150,000. **The SDE form must be used without revision in any form except for completing necessary information.** It may not be retyped or otherwise modified. Amendments may be attached. In no case may amendments negate or change sections in the Agreement.

This agreement may be made through the use of the Small Purchase Procedure. The vendor is identified without formal advertising or publication. The institution shall contact at least three vendors (fewer with a documented reason) and obtain price quotes from each. Negotiation of prices and terms with one or more of the vendors contacted is permitted. The agreement must be awarded based upon the lowest price of the most responsive and responsible vendor. Whether written or telephone contact is made, all information and prices discussed should be documented in the institution's files. Care must be taken to ensure that the vendors receive the same information about the requirements. It is illegal to use small purchase methods if the institution divides an agreement into small purchases in order to bring each individual purchase under \$150,000.

In speaking with the vendor, in addition to price, the following must be discussed:

- Recordkeeping requirements of the vendor:
 - Meal Delivery Tickets
 - Invoices
 - Availability of invoices and receipts to verify the institutions purchase of foods
- How the food will be furnished. The vendor may provide unitized (individual portions) or bulk foods
- Deadlines for changes to number of meals required
- Termination of the agreement
- Need for documentation of State or local health certification

The Vendor is NOT Required to Prepare or Submit Production Records; Meal Delivery Tickets are Required and MUST be Complete!

The institution must document contacts to at least three suppliers. A sample Documentation of Vendor Contact form is found on page C10. After the Food Service Agreement of Less than \$150,000 is completed by an authorized representative of the institution and the vendor, send a copy of the completed agreement along with State or local health certification to the State Agency. Please note that Schedule A (Meal Delivery Schedule), Schedule B (Sample Menus) and Schedule C (CACFP Meal Patterns) are a part of the Agreement and must be completed and submitted.

Once a quote has been accepted, the institution must do the following:

1. Complete the Food Service Agreement of less than \$150,000 as follows:
 - a. All information regarding the institution and food service management company in relation to name, address, telephone number and contact person
 - b. Period covered by the contract (the period covered may be no more than one year)
 - c. Chart with estimated servings per day, serving days, price per meal and total yearly price. Enter the total value of the contract
 - d. Fill in any blanks.
 - e. Sign and date form

Food Service Agreement of Less than \$150,000 (continued)

2. Complete Schedule A, Meal Delivery Schedule. You must include the name and address of each site for which you are having meals delivered. If meals are to be picked-up, write “meals to be picked-up” on this form.
3. Complete Schedule B, Cycle Menu: List or attach an eleven day cycle menu that the vendor will follow. This menu is to be provided to each bidding vendor so that all vendors are bidding on the same menu. Be specific, listing all required meal components and any additional items you desire.
For example:
Lunch 8 ounce milk
 Turkey sandwich with 2 oz turkey, 2 slices bread, lettuce and tomato
 12g packet of Mayonnaise
 3/8 cup sliced peaches
 3/8 cup carrot sticks
4. The state agency must approve any contract over \$50,000 **prior to approval.** A copy of the contract, with all information except the food service management company’s signature, must be submitted to the state agency for approval. This includes the Agreement, and schedules A and B. Once the state agency has approved the contract, you may move to step 5.
5. Send the completed agreement to the food service management company with a cover letter (see sample, page C7). A copy of the State or local health certification must be returned with the signed agreement.
6. Once the agreement is returned from the vendor with the health certification:
 - a. Retain the original documents for your files.
 - b. Send the vendor a copy of the signed agreement (including all pages).
 - c. Send the SDE a copy of the signed agreement (all pages and attachments) and a copy of the health certification.

Meal Delivery Tickets

The agreement specifies that the vendor will provide delivery tickets with each meal delivery. These must be itemized to show the number of meals of each type delivered to each center. Designees of the Institution at each center should check adequacy of the delivery and meals before signing the delivery ticket. A signed delivery ticket is a requirement of the agreement and a copy must be attached to the itemized invoice.

Combination food items that contain meat must identify the amount of meat in the dish. For example:

- Macaroni and Cheese Casserole –
 - Number of servings
 - Total amount of meat and or cheese in the dish
- Spaghetti –
 - Number of servings
 - Total amount of meat in the dish

Food Service Agreement of Less than \$150,000 (continued)

What to send the SDE with the Original Agreement

- Food Service Agreement of Less than \$150,000
- Meal Delivery Schedule A
- Schedule B, 11 day cycle menu
- Health Certification

What to send the SDE when Renewing an Agreement

Food Service Agreement Renewal Contract (Less than \$150,000)

These items must be received by the SDE before the start date of the Agreement (before the first day of the contract).

Food Service Agreement of Less than \$150,000 - Cover Letter to Vendor

Directions - Prior to distribution, insert information in italics.

*Date**

Vendor

Address

City, State, Zip

Dear *Vendor*,

Attached is the food service agreement we recently discussed. Please review the agreement, sign, and date at the bottom of the page. If you see anything that you feel needs further explanation, please contact me as soon as possible as the deadline for its return is _____
(*month/day/year*).

In addition to the return of the signed contract, I require a copy of your current State or local health certification.

I look forward to working with you.

Sincerely,

Name

Title

Food Service Agreement of Less than \$150,000 – Small Purchase Vending Agreement

Documentation of Vendor Contact

Instructions: Complete for each vendor contacted regarding the agreement for food service. If less than three vendors are contacted, write a detailed explanation in the space for Vendor 3.

Meals or Food Items to be Purchased With Specifications	Vendor Name, Address, Telephone	Date of Contact	Method of Contact	Discussion/Outcome of contact	Price Quote	Final Negotiated Price
Vendor 1						
Vendor 2						
Vendor 3						

Competitive Bid Procedures and Instructions for Contracts over \$150,000

Instructions:

This is a complicated and time consuming task. Please read all the instructions to be sure you have bid the contract correctly. Document everything and keep a file for CACFP Review.

Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

All successful bidders must submit this form with their bid.

Public Notice of Intent to Contract

The institution must give public notice of its intent to contract by advertising in the local newspaper with the largest circulation in their area. It is suggested, but not required, that if the program will be operating in a city with a population of less than 150,000, the institution should also advertise in the largest paper in the nearest city of this size. The advertisement must be published once at least 14 calendar days before the bid opening.

The public notice of intent to contract must include:

1. Name, address, telephone number of sponsoring organization.
2. Public bid opening date, place and time.
3. Due date for receipt of bids if different from the public bid opening date.
4. Proposed dates of operation --beginning and ending dates, total days of operation.
5. Types of meals and estimated number to be served daily; proposed number of sites.
6. General location where program will operate.

A copy of the published notice must be kept with all other bid documents.

Sample Advertisement 1:

The Hokey's Hideaway Adult Day Care Center is sponsoring meals for adult day care participants through the Child and Adult Care Food Program. Lunch will be provided and meals shall meet the following requirements according to U.S. Department of Agriculture standards:

Milk	-	one serving
Meat	-	one serving
Fruit/Vegetable	-	two servings
Grain/Bread	-	two servings

A daily average of 100 meals will be served the center located at 4444 S. Mill St., Maplesville, Alabama. Food service is excluded on the six major holidays plus November 23, 2007. The total number of days is 253, Monday through Friday from October 1, 2007 through September 30, 2008.

Interested vendors should contact Mrs. Susan Davis at 334-399-0000 for a copy of the Invitation for Bid and specifications. Sealed bids must be submitted by 10:00 a.m. on September 7, 2007 to Hokey's Hideaway Adult Day Care, 4444 S. Mill St., Maplesville, AL 31006. A public bid opening will be held at 10:00 a.m. on September 7, 2007 at the same location.

Competitive Bid Procedures and Instructions for Contracts over \$150,000 (continued)

Public Notice of Intent to Contract

Sample Advertisement 2:

Hokey's Hideaway Day Care Center is sponsoring meals through the Child and Adult Care Food Program for day care participants at their Maplesville and Centerville locations. Breakfast and lunch will be provided at both sites and will meet the following requirements according to U.S. Department of Agriculture standards:

Breakfast:	Milk	one serving
	Bread -	one serving
	Fruit/Vegetable -	one serving

Lunch:	Milk -	one serving
	Bread -	one serving
	Fruit/Vegetable -	one serving
	Meat -	one serving

A daily average of 210 meals will be served at the site located 4444 S. Mill St., Maplesville, AL 31006; and a daily average of 125 meals at the site located at 138 N. St., Centerville, AL 37521. Service is excluded on the six major holidays. Total number of meal service days is 255, Monday through Friday, October 2007 through September 2008. Bids may be submitted for one or both sites.

Interested vendors should contact Mrs. Susan Davis at 334-399-0000 for a copy of the Invitation for Bid and specifications. Sealed bids must be submitted by 10:00 a.m. on September 7, 2007 to Hokey's Hideaway Day Care, 4444 S. Mill St., Maplesville, AL 31006. A public bid opening will be held at 10:00 a.m. on September 7, 2007 at the same location.

Bid Solicitations/Response

In addition to advertising the Invitation for Bid, institutions may also need to contact and/or mail the Invitation to Bid to potential bidders. For information and documentation purposes, the institution must attach a completed bid solicitation/response letter (page C14) to each potential bidder. It is recommended that bid solicitation letters and bid packets be sent certified to potential bidders. The Bid Solicitation/Response letter is mailed with the invitation for bid and contract (all 18 pages must be sent with the Certification Statement).

Prior to mailing the Invitation for Bid and Contract, the institution must complete the form as follows:

1. Page 1, Section A,
 - a. Complete "Issued by Institution" name, address and telephone number.
 - b. Complete "Bid Opening" including Bid Issue date, time and location
 - c. Complete "Contract Dates" including commencement date (start date of contract) and expiration (end date of contract).
2. Page 7, Item 4 – you may edit this section based upon your nonfood needs. If you wish to add or eliminate any item, do so by crossing out or adding items and initialing the change(s). Do not use white-out to alter the contract.
3. Page 12, Center where program will operate - complete the information on each center you wish the company to provide meals. If you require delivery of meals, list the delivery time. If you do not require delivery of meals, write "not required" in the "delivery time" space.

Competitive Bid Procedures and Instructions for Contracts over \$150,000 (continued)

4. Page 13, Eleven Day Menu Cycle - list or attach an eleven day cycle menu that the vendor will follow. Be specific in your menu listing all required meal components and any additional items you desire.

Sample Menu:

- Lunch 8 ounce milk
- Turkey sandwich with 2 oz turkey, 2 slices bread, lettuce and tomato
- 12 gram package of mayonnaise
- 3/8 cup sliced peaches
- 3/8 cup carrot sticks

- 5. Page 14, Schedule C: this page may be left blank unless you are providing one or more food components (for example, milk). If you are providing a component, you should describe the item in the blank area of the page.
- 6. Page 18, Unit Price Schedule, complete estimated range of servings (meals) per day (list the average number of each type of meal you require each day) and estimated number of serving days per range (indicate estimated number of days in the contract time period). If you require unitized meals, you must write "unitized meal" in parenthesis after the meal type.
- 7. Page 19, Certification, complete the name of your organization and agreement number.

If the potential bidder decides to not submit a bid, he/she is requested to complete the bottom of the bid solicitation/response letter and return it to the institution. It is helpful if all potential bidders return the letter, but not required.

The Institution must maintain a list of who was sent the bid solicitation letters. In addition, other requests must be documented. Use the Documentation of Bid Distribution (page C15) to document all vendors to whom the contract was sent. Keep this record with other bid documents.

Notification of State Agency

Prior to issuing the bid, the state agency must approve the contract including all schedules. Send a copy of the entire bid document (18 pages) to the state agency for approval. Once you have received approval, you may send the contract for signatures as described below.

Send a Copy of The Bid Package to the SDE for Approval Prior to Issuing the Bid!

The state agency must be notified, in writing, at least 14 days before the bid opening. This must be done by sending the state agency a copy of the Public Notice and the Bid Solicitation/Response letter.

Bid Opening

Receipt of Bids: All bids received prior to the bid opening must be kept sealed and in a secure place. Bids received after the bid due date or bid opening date and time must be returned unopened to the bidders. See the exceptions outlined in the Invitation for Bid and Contract, page 4.

Competitive Bid Procedures and Instructions for Contracts over \$150,000 (continued)

Bid Opening: Bid openings are conducted publicly. All bidders and their representatives are allowed to be present for the bid opening. The person conducting the bid opening unseals the bids one-by-one performing the following tasks:

1. Read aloud the name of the bidder.
2. Check to be sure that all required information is included in the contract. If any pages are missing or any information not complete, state the bid cannot be considered. The required information includes:
 - a. All 18 pages of the contract.
 - c. The Certification Statement.
 - b. Page 1, section A:
 1. Total Estimated Amount of Bid and prompt payment discount (if applicable) are complete.
 2. Bidder section is complete including name, address, telephone number, signature, and date.
 - c. Page 2 is signed by a company representative with title and date
 - d. Page 5, section D, Scope of Services, Items A and C are complete.
 - e. Page 18, Unit price schedule: the bidder must complete the unit price per meal. The bidder may or may not have completed the estimated total. If this is not done, the institution should multiply the number of meals, number of days, and unit price and write this on the bid. This should be done for each meal and the estimated total listed at the bottom of the page. This total should match the "Total estimate of bid" listed on page 1.
 - f. Certification Statement is signed and dated by the bidder.
 - g. Letter/statement from insurance carrier indicating the carrier can provide required coverage.
 - h. A copy of a current State or local health certificate for the food preparation.
3. Read aloud the grand total bid price (page 1, column 2). After all bids have been read, the official conducting the bid opening announces, "The lowest bid appears to be.... A contract will be awarded to the lowest bidder who is most responsive and responsible."

Contract Award

The institution awards the contract by completing the Invitation for Bid and Contract, page 1, section A, Acceptance. The contract needs to be signed by the institution's authorized representative and marked "original". Prepare a letter notifying the vendor that they have been awarded the contract and must now provide proof of liability insurance within ten working days after receiving this letter. Retain the original of all documents for your files. Return a copy of page 1 (the one you marked "original"), a copy of the remainder of the contract (17 pages), and the Certification Statement to the vendor. Send a copy of page 1 (marked "original"), the remainder of the contract (17 pages), a copy of the Certification Statement, a copy of the proof of liability insurance, and State or local health certification to the SDE. These materials must be submitted prior to the start date of the contract.

Special Circumstances

Rejection of Bids: The institution reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received. In the event any and all bids are rejected, the institution may ask the vendors to re-submit.

Competitive Bid Procedures and Instructions for Contracts over \$150,000 (continued)

Receipt of Only One Bid: In the case where only one bid is received, the institution may:

1. Accept that bid.
2. Reject that bid and then negotiate with other potential bidders as long as the price is lower than the initial bid.
3. Re-submit bids to vendors.

Receipt of No Bids: The institution may negotiate with any reputable source or food service management company that can supply meals, being sure to document all activity.

Contract Extensions: Contracts may have a duration limit of one year with options for yearly renewals, not to exceed four additional years. Contract extensions may be made by both parties completing the "Invitation for Bid Renewal Contract" including signatures by both parties. The contract extension must be signed by both parties prior to the commencement date of the contract. A copy of the contract extension must be submitted to the state agency prior to the first day of the renewal.

Meal Delivery Tickets

Section 3, page 8 of the contract specifies that the contractor will provide daily delivery tickets. These must be itemized to show the number of meals of each type delivered to each center. Designees of the Institution at each center should check adequacy of the delivery and meals before signing the delivery ticket. A signed delivery ticket is a requirement of the contract. (See sample meal delivery ticket, page C16).

Combination food items that contain meat must identify the amount of meat in the dish. For example:

- Macaroni and Cheese Casserole –
 - Number of servings
 - Total amount of meat and or cheese in the dish
- Spaghetti –
 - Number of servings
 - Total amount of meat in the dish

An acceptable delivery ticket contains the name of the center, date, number of meals and what is in each meal. For example:

Delivery of Unitized Meals

ABC Catering
Hokey's Hideaway 4444 S. Mill St. Maplesville, AL 61006
March 1, 2008
74 pre-plated lunches, each containing 1 sandwich of 1 ½ oz turkey on 2 slices bread ½ cup fresh carrot sticks 1 small orange ½ pint whole milk

Delivery of Bulk Meals

ABC Catering	
Hokey's Hideaway 4444 S. Mill St. Maplesville, AL 61006	
March 1, 2008	
Meals delivered: 25	
1 pan lasagna	25, 4 oz servings (contains 5 lb ground beef)
1 pan green beans	25, ½ cup servings
Peach slices	1, #10 can
1% milk	1 gallon + 1 quart

Competitive Bid Procedures and Instructions for Contracts over \$150,000 (continued)

Other Records Supplied by the Contractor

In addition, the contractor agrees to maintain records to support the delivery tickets including purchase orders and invoices and receipts. In the case of the lasagna above, the contractor must be able to prove that the 4 oz serving contains sufficient meat and bread to meet the program requirements.

The Vendor is NOT Required to Prepare or Submit Production Records; Meal Delivery Tickets are Required and MUST be Complete!

Child Nutrition Labels

If the contractor uses processed meat items, they must provide a copy of the Child Nutrition (CN) label to the sponsor.

What to send the SDE with the Original Agreement

- At least 14 days prior to bid opening:
 - Public Notice
 - Bid Solicitation/Response letter
- After the contract is awarded, submit the following prior to the first day of the contract:
 - Page 1, Acceptance completed and marked “original”
 - The remainder of the contract (all pages)
 - The Certification Statement
 - Proof of liability insurance
 - State or local health certification

What to send the SDE when Renewing an Agreement

Invitation for Bid renewal Contract

Competitive Bid Procedures and Instructions for Contracts over \$150,000 (continued)

Bid Solicitation/Response Letter

Directions: Prior to distribution, insert information in italics and send copy to the state agency with your Public Notice. Print on agency letterhead. Asterisks () indicate information to be completed once packet is requested by potential bidder. Letter to be attached to Invitation for Bid (19 pages) prior to distribution.*

Date*

Potential Bidder Name*

Address*

City, State, Zip*

Dear (Potential Bidder Name*)

The _____ (name of your organization) will be accepting sealed bids for _____ (breakfast, lunch, supper, snack) meals. Attached is a copy of the Invitation for Bid and Contract for a contract period beginning _____ (month/day/year) and ending on _____ (month/day/year).

Any vendor which is awarded this contract must agree to adhere to the specifications and conditions stated in the Invitation for Bid and Contract. If you wish to submit a bid for the preparation and delivery of meals for this program, please read the attached contract thoroughly and complete:

1. Page 1, section A:
 - a. Total Estimated Amount of Bid and prompt payment discount (if applicable).
 - b. Bidder section including name, address, telephone number, signature, and date.
2. Page 2, signed by company representative with title and date.
3. Page 5, section D, Scope of Services, Items A and C.
4. Page 18, Unit price schedule: please list unit price per meal.
5. Certification regarding Lobbying, etc.

Three completed copies of the entire bid packet are to be submitted along with a statement from an insurance carrier indicating the carrier can satisfy all requirements and can provide all required coverage and a copy of your current State or local health certification for food preparation. Successful bidders must provide proof of liability insurance to the institution within ten working days after receiving the official letter of notification of award. Bids will be received at _____ (address where bids are to be returned) until _____ (date and time of bid due date). The bid opening will be conducted on _____ (date) at _____ (time).

The _____ (name of your organization) reserves the right to reject any and all bids, to waive any informality in bidding, and to award the contract in its best interest. If you have any additional questions regarding the Invitation for Bid and Contract, please contact _____ (name and phone number of contact person).

If you choose not to submit a bid for this contract, please complete the bottom of this page and return this letter to the address below.

Sincerely,

Name

Title

Potential Bidder Response: Complete below and return entire letter to agency if not submitting a bid.

The _____ declines to submit a bid for meal service for your organization.
(Name of Food Service Management Company)

(Signature of authorized representative)

(Date)

Competitive Bid Procedures and Instructions for Contracts over \$150,000 (continued)

Documentation of Bid Distribution

Directions: Document all vendors to whom you sent Invitation for Bids.

Date	Type of Request		Name and Address of Vendor	Material Sent	Date Mailed	Comments
	Phone	Written				

Meal Delivery Ticket

Site Name: _____

Address: _____

Date: _____

Number of Meals Delivered:

	Participants	Staff
Breakfast		
Lunch		
Snack		
Supper		

Menu/Components Delivered:

Delivered by: _____

Received by: _____

Indicated any meal deficiencies below (missing components, inadequate quantity, spoiled or unwholesome, etc.):

Meal Delivery Ticket

Site Name: _____

Address: _____

Date: _____

Number of Meals Delivered:

	Participants	Staff
Breakfast		
Lunch		
Snack		
Supper		

Menu/Components Delivered:

Delivered by: _____

Received by: _____

Indicated any meal deficiencies below (missing components, inadequate quantity, spoiled or unwholesome, etc.):

Frequently Asked Questions

1. Q. **What should I do if the meal delivered by my contractor does not meet CACFP requirements?**
A. Notify the contractor or school immediately that the meal does not meet CACFP meal pattern requirements. If time allows, the contractor may be able to provide the necessary component(s) for a reimbursable meal. If the contractor is not able to provide the required component(s), your center does not have to pay for the meal. It's a good idea to notify your contractor in writing of the date of the meal service and the deficiencies in the meal provided. Include a statement that the center will not pay for the meals that do not meet CACFP meal pattern requirements, as per your contract. You may not claim incomplete meals for reimbursement.
2. Q. **Can I claim the meal for reimbursement if I supplement a deficient contracted meal with food on hand at my center?**
A. Yes, if the meal pattern requirements are met for all food components.
3. Q. **My center is in a small community. The contractor is the only viable source for meals in this town. I don't want them to get mad at me if I say I'm not going to pay for the meals. What can I do?**
A. It's important that you and your contractor have an understanding of the federal regulations and requirements of the contract up front. Make sure that the contractor has a copy of the meal pattern requirements and a copy of the Crediting Guide. You should also show them how to access and use the Food Buying Guide. Insist that the contractor follow the agreed upon menus that were part of the contract or submit changes to the menu prior to making them. Point out to the contractor before the contract is signed that you are not able to pay for meals that do not meet the meal pattern requirement. You may want to arrange for the contractor to supply extra bread and canned fruits and vegetable for you to have on hand as a back-up, in case a component might be overlooked and not delivered. The main thing is to make sure that you and your contractor have agreed to this in the beginning – before any potential problems may arise. Your responsibility is to provide a reimbursable meal for the participants at your center. Plan for these situations in advance and agree to them as part of the written contract.
4. Q. **What does the contractor have to do for CACFP paperwork?**
A. The contractor must maintain records to document food production and other obligations the center may need to meet its CACFP responsibilities. These records must be available for inspection and/or audit by representatives of the SDE. These records must be retained for a period of three years from the date of receipt of final payment under the contract, or in cases where an audit is unresolved, until such time as the audit is resolved. Non-school contractors are not required to use or prepare a production record. They must prepare and provide a daily delivery ticket. School and Non-school contractors must provide child Nutrition labels (copies are acceptable) to the center and maintain invoices and receipts to verify purchase of foods prepared.
5. Q. **Can the SDE intervene if I have a problem with my contractor?**
A. No, the SDE does not have an agreement or contract with the contractor, only with participating institutions. It is your responsibility to resolve any problems you have with your contractor. The food service contracts 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. The CACFP institution must send a copy of the termination letter to the SDE.