

Agreement to Furnish Foods for the Child and Adult Care Food Program (CACFP)

This agreement is made and entered into between _____ and _____
Name of Food Vendor
 _____, WHEREAS the _____ agrees to provide
Name of CACFP Organization Name of Food Vendor

Food Items (inclusive/exclusive) of milk/juice to _____ for the rates herein listed:
Circle one option Name of CACFP Organization

<i>BIDDER COMPLETES THIS CHART</i>	Totals		Totals
<i>Food Only</i>	\$	<i>Nonfood items only</i>	\$
<i>Milk Only</i>	\$	<i>All food items</i>	\$
<i>Bread Only</i>	\$	<i>Food and Non-Food</i>	\$
TOTAL OF ALL ITEMS			\$

*The contract period should not extend beyond one year. Therefore, the number of operating days should equal the total number of days the site(s) will be open for food service during the summer.

It is further agreed that _____, pursuant to the provisions of the CACFP Federal regulations, 7 CFR
Name of Food vendor

Part 226 and Food Crediting Guide, attached copies of which are part of this agreement, will ensure that food items meet the minimum meal pattern requirements, including creditable components and accurate portion sizes, and will maintain complete and accurate records that at a minimum include details regarding the preparation and delivery of food items ordered. Said records will be provided to _____ promptly by the last calendar day of
CACFP Organization

each month to meet its responsibility. It is further understood that the **Sponsor** is ultimately responsible for meeting accurate record keeping requirements and submission of all monthly claims for reimbursement in accordance with 7 CFR 226.

_____ acknowledges its responsibility to pay for all food items delivered in accordance
Name of CACFP Organization
 with this Agreement and federal regulations. _____ understands that neither
Name of Food Vendor

USDA, nor Bright from the Start assumes any liability for payment of food items delivered, or the differences between the food items delivered and the number of meals/snacks served or claimed for reimbursement; nor does Bright from the Start or USDA assume liability for the Sponsor's non-payment for food items.

_____ agrees to retain all required records under the preceding clause for a period
Name of Food Vendor
 of three (3) years, plus the current year, from the date of receipt of final payment under this agreement (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the CACFP available to Bright From the Start, Georgia Department of Early Care and Learning, USDA, any of its Agents, and the General Accounting Office for audit or administrative review immediately upon request.

This agreement shall be effective as of _____ through _____. The Agreement may be terminated by
Date: MM/DD/YY Date: MM/DD/YY
 written notice given by either party to the other party, at least 10 days prior to the date of termination.

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

Signature and Title of Food Vendor

Signature and Title of CACFP Organization

Date: MM/DD/YY

Date: MM/DD/YY

This institution is an equal opportunity provider.