



### Food Service Management Company (FSMC) Contracts Checklist

The FSMC Contract Checklist is used for Institutions/sponsors that will be using their own contract template. Ensure that your contract includes all of the following elements in accordance with CACFP 7 CFR 226.6(i), 226.21, and/or SFSP 7 CFR 225.6(h)(2), and 2 CFR Part 200.317 - 200.326.

Identify the location of the required element by indicating the page number in your contract where the information can be found.

Submit this completed checklist with your compliant Invitation for Bid or Request for Proposal Package.

Standard FSMC Contract Form Checklist		Official DECAL Use Only	
		YES	NO
Page #			
	a. The institution shall provide the FSMC with a list of the SA approved child care centers, daycare homes, adult day care centers, outside-school hours care centers, and/or sites to be furnished meals by the FSMC, and the number of meals by type, to be delivered to each location.		
	b. The Institution/sponsor ordering food and/or non-food items only must include a list of food items and/or non-food supplies to be ordered. Include item quantity, description, package size, and option for equivalent brand name.		
	c. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the institution will need to meet its responsibilities under this part, and shall promptly submit invoices and delivery reports to the institution no less frequently than monthly.		
	d. The FSMC shall have Federal, State, or local health certification(s) for the location(s) in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times.		
	e. The meals served under the contract shall conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the institution and FSMC.		
	f. The books and records of the FSMC pertaining to the Institution’s food service operation shall be available for inspection and audit by representatives of the SA, of the Department, and the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the SA, or the Department remains unsolved, until such time as the audit is resolved.		
	g. The FSMC shall operate in accordance with current Program regulations 7 CFR 225.17 and/or 226.22		
	h. The FSMC shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract.		
	i. Meals shall be delivered in accordance with a delivery schedule prescribed in the contract.		
	j. Increases and decreases in the number of meal orders may be made by the Institution, as needed, within a prior notice period mutually agreed upon in the contract.		

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<b>Page #</b>		<b>YES</b>	<b>NO</b>
	k. All meals served under the Program shall meet the requirements of 7 CFR 226.20 and/or 225.16.		
	l. All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, or juice unless the SA determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the SA may require unitization, with or without milk, or juice of all breakfasts, lunches, and suppers only if the SA has evidence which indicates that this is necessary to ensure compliance with (226.20).		
	m. The FSMC entering into a contract with a sponsor will not subcontract for the total Meal or the assembly of the meal.		
	n. The sponsor for all meals delivered in accordance with the contract and the regulations, will pay the FSMC. Neither USDA nor the SA assumes any liability for payment or differences between the number of meals delivered and the number of meals served.		
	o. In cases of nonperformance or noncompliance on the part of the FSMC, it shall pay the sponsor for any excess costs, which the sponsor may incur by obtaining meals from another source.		
	p. The FSMC shall comply with appropriate bonding requirements as set forth in 7 CFR 225.15 (m)(5-7); Appendix II of 2 CFR 200.326		
	q. The Institution/sponsor shall include the contract term and any applicable renewals. Full contract term including renewals shall not exceed five (5) years.		