

#### **Food Service Management Contract**

Contracts may be renewed for two consecutive years after the initial contract year.

- **Step 1**: Complete **Vendor Contract** with the vendor.
- **Step 2:** Complete **Memorandum of Agreement.**
- **Step 3:** Obtain the required documents from the vendor.
  - A. **Debarment & Suspension Certification**, recently completed and signed by Vendor
  - B. Copy of Vendor's current food-service **Inspection Report** from licensing agency, with any needed explanations for deficiencies
  - C. Vendor's current license to operate a food-service facility
  - D. Current 28-day cycle **menus** for each type of meal service vended (breakfast, snacks, lunch, dinner)

**Step 4:** Submit a copy of the Vendor Contract, Memorandum of Agreement, and other required documents to State Agency.



#### VENDOR CONTRACT ADULT CARE FOOD PROGRAM

Purpose – This is a contract to furnish meals (unitized, if applicable) to be served to adults participating in the Adult Care Food Program (ACFP), a component of the Child and Adult Care Food Program established by the United States Department of Agriculture (7 CFR, Part 226), administered by the Florida Department of Elder Affairs. It sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document and its required attachments shall constitute the contract between the vendor and the institution named herein. The Caterer may not subcontract for the total meal or the assembly of the meal. Subcontracting includes producing food from any kitchen other than from the location stated in Section 3 of this contract. The institution is entitled to change the number of meals ordered with 24-hour advance notice. 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.

notice. Increases and decreases in the number of meal orders may be made by the instit  Please Type or Print Clearly (in Ink)  ACFP Provider: Complete Parts 1, 2, 3 and 7. Vendor: Complete Parts			
1. Contract Issued by:	,,, , , , , , , , , , , , , , , , , ,		
	_		
Name of Institution/ACFP Provider	Telephone: ( )		
Address:	Fax: ( )		
City/State: Zip	Email address		
OTHER CONT	TRACT OPTIONS		
2Initial Vendor Contract1 <sup>st</sup> year Contract Renewal Option exercised2 <sup>nd</sup> year Contract Renewal Option exercised The following attachments are required:			
<ul> <li>A. Debarment &amp; Suspension Certification recently completed and sig</li> <li>B. Copy of Vendor's current food-service Inspection Report from lic</li> <li>C. Vendor's current license to operate a food-service facility.</li> <li>D. Current 28-day cycle of menus for each type of meal service vendor.</li> </ul>	ensing agency, with any needed explanations.		
VENDOR II	NFORMATION		
3. The accumulation of 12 high priority violations in 12 calendar months, beginning July 1 through June 30, and/or closure (temporary or permanent) issued by DBPR will result in immediate termination of this contract & subsequent removal from the ACFP catering list.  Name of Approved Food Service Company:	4. Price per Meal (Including Tax)		
_	Breakfast: \$		
Kitchen Address:	Supplement (Snack) AM: \$PM: \$		
City/State: Zip:	Lunch: \$		
5. Contract Commence Date:/	Supper: \$		
Contract Expiration Date:/	6. Signature: Caterer Owner or Authorized Designee		
ACCEPTANCE BY INSTITUTION/A	"		
7. Signature:Board President or Authorized Designee	Witness:		
Printed Name:(Typed or Printed Clearly)	Title:		
Date:/			
FLORIDA DEPARTMENT OF EI	LDER AFFAIRS/ACFP APPROVAL		
8. Period of Provider Contract: 10/01/ 09/30/ Ap	pproved Date:/Denied Date:/		

Signature of DOEA/ACFP Representative:



# Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

(1)	The prospective vendor certifies, by signing this certification presently debarred, suspended, proposed for debarment, declar participation in contracting with the Department of Elder Affa	ared ineligible, or voluntarily excluded from		
(2)	Where the prospective vendor is unable to certify to any of the statements in this certification, sucl prospective vendor shall attach an explanation to this certification.			
Vendor	Signature	Date/		
Printed 1	Name and Title of Authorized Individual			

Name of Organization

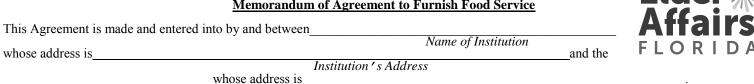


## Vendor Contract Adult Care Food Program

### Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts

- 1. Each provider whose contract equals or exceeds \$100,000 in federal monies must sign this debarment certification prior to contract execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. Neither the Department of Elder Affairs nor its contract providers can contract with providers if they are debarred or suspended by the Federal Government.
- 2. This certification is a material representation of fact upon which reliance is placed when this contract is entered. If it is later determined that the signed knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- 3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.
- 4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR (Code of Federal Regulations), Part 76. You may contact the contract manager for assistance in obtaining a copy of these regulations.
- 5. The provider further agrees by submitting this certification that, it shall not knowingly enter any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract unless authorized by the Federal Government.
- 6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract whose payment will equal or exceed \$100,000 in federal monies, to submit a signed copy of this certification with each contract.
- 7. The Department of Elder Affairs and its contract providers may rely upon a certification of a provider that is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

#### Florida Department of Elder Affairs / Adult Care Food Program Memorandum of Agreement to Furnish Food Service



Food Service Vendor's Address

The Food Service Vendor agrees to furnish meals from the above location daily, except for attached list of holidays or other days of inoperation.

Menus will meet or exceed the Adult Care Food Program pattern, as outlined in the ACFP Policy Manual, ACFP Food Crediting Guide and USDA Buying Guide. Menus will be created by: Adult Care Center or Food Service Vendor.

28 day menu cycle(s) for: breakfast a.m. snack lunch p.m. snack supper is/are attached.
Attached menu cycle is the proposed menu cycle. Menu cycle must be approved by ACFP Contract Manager prior to use. Adult Care Center or Corporation/Institution must approve menu cycle substitutions prior to meal service. Adult Care Center or Corporation/Institution will not pay for unapproved, inappropriate menu substitutions.

Food Service Vendor will provide meals in bulk or individual containers. Each container must be labeled with meal type, food item, date of production, and serving size. If meals are provided in bulk, appropriate measured serving utensils will be provided by: Adult Care Center or Food Service Vendor.

Meals will be: picked up by Adult Care Center or delivered by Food Service Vendor.
Meals will be: available for pick up at (+/- 10 minutes) or delivered by Food Service Vendor at (+/- 10 minutes). Adult Care Center or Corporation/Institution may not pay for meals provided outside approved time frame.
Food safe, transportation containers capable of maintaining potentially hazardous hot food at 140 degrees F or above, and potential

hazardous cold foods at 40 degrees F or below, will be provided in an adequate quantity by: Adult Care Center or  $\square$  Food Service Vendor. Adult Care Center will ensure potentially hazardous foods are received at appropriate temperatures and will ensure appropriate temperatures are maintained prior to serving. Adult Care Center will not accept nor pay for potentially hazardous foods delivered or picked up at the incorrect temperature.

Daily or Weekly delivery slips, in accordance with ACFP policy 5.14 or 6.15 will be created by: Adult Care Center or Food Service Vendor, and will be used. Adult Care Center will ensure delivery slips are in accordance with ACFP policy.

Food Service Vendor will submit billing invoice for payment within 30 days. Invoice will be mailed to: Adult Care Center address or Day Care Corporation/Institution address or other:

Name of Institution and Address of the facility	Projected # of Daily Meals	Unit Price	Delivery or Pick up Time
Site# 1	Breakfast:	Breakfast:	Breakfast:
Site# 2	AM Snack: Lunch: PM Snack: Supper:	AM Snack: Lunch: PM Snack: Supper:	AM Snack: Lunch: PM Snack: Supper:
ood Service Vendor will maintain receipts, cost determine agreement period to which they pertain. These receitate Agency, USDA and / or the Comptroller's Office	ords will be made available to	ion records for a period of the Adult Care Center, Day Ca	hree (6) years after the end of the Corporation/Institution,
this Agreement covers the period of, 20	_ through, 20	. Period will not exceed 365	days.
f, for any reason, this agreement is no longer desired,	either party may terminate the	ese services by giving two w	veeks written notice.
the Food Service Vendor has an accumulation of 12 greement will be terminated immediately and automat	high priority violations (July ically without further action	1-June 30), and/or closure is from the Department.	ssued by DBPR, this
VITNESS WHEREOF: The parties hereto have caused	d this agreement to be execute	ed by their duly authorized of	officers:

Day Care Corporation / Institution Witness to Day Care Corporation / Institution Authorized Representative's signature

Witness: Date Food Service Vendor Witness to Food Service Vendor Authorized Representative's signature

-Excluded holidays or inoperative days Attached:

- -Current Food Service Inspection Report
- -28 day menu cycle

Name of Food Service Vendor