

## **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.

**Please Type or Print Clearly (in Ink)**

**ACFP Provider: Complete Parts 1, 2, 3 and 7. Vendor: Complete Parts 4, 5 and 6. DOE/ACFP Representative: Complete Part 8.**

<b>1. <u>Contract Issued by:</u></b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>Name of Institution/ACFP Provider</b> _____   <b>Address:</b> _____   <b>City/State:</b> _____ <b>Zip</b> _____ </div> <div style="width: 45%;"> <b>Telephone:</b> (        ) _____ - _____   <b>Fax:</b> (        ) _____ - _____   <b>Email address</b> _____ </div> </div>	
<b>OTHER CONTRACT OPTIONS</b>	
<b>2. _____ Initial Vendor Contract</b> _____ <b>1<sup>st</sup> year Contract Renewal Option exercised</b> _____ <b>2<sup>nd</sup> year Contract Renewal Option exercised</b>  <b>The following attachments are required:</b> <b>A.</b> Debarment & Suspension <b>Certification</b> recently completed and signed by Vendor. <b>B.</b> Copy of Vendor's current food-service <b>Inspection Report</b> from licensing agency, with any needed explanations. <b>C.</b> Vendor's <b>current license</b> to operate a food-service facility. <b>D.</b> Current 28-day cycle of <b>menus</b> for each type of meal service vended.	
<b>VENDOR INFORMATION</b>	
<b>3.</b> 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. <b>Name of Approved Food Service Company:</b> _____  <b>Kitchen Address:</b> _____  <b>City/State:</b> _____ <b>Zip:</b> _____	<b>4. Price per Meal (Including Tax)</b>  <b>Breakfast:</b> \$ _____  <b>Supplement (Snack) AM:</b> \$ _____ <b>PM:</b> \$ _____  <b>Lunch:</b> \$ _____  <b>Supper:</b> \$ _____  <b>6. Signature:</b> _____ <div style="text-align: right;">Caterer Owner or Authorized Designee</div>
<b>ACCEPTANCE BY INSTITUTION/ACFP PROVIDER      #                      _</b>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>7. Signature:</b> _____  <div style="text-align: center;">Board President or Authorized Designee</div> <b>Printed Name:</b> _____  <div style="text-align: center;">(Typed or Printed Clearly)</div> <b>Date:</b> ____/____/____ </div> <div style="width: 45%;"> <b>Witness:</b> _____   <b>Title:</b> _____ </div> </div>	
<b>FLORIDA DEPARTMENT OF ELDER AFFAIRS/ACFP APPROVAL</b>	
<b>8. Period of Provider Contract:</b> 10/01/____ 09/30/____ <b>Approved Date:</b> ____/____/____ <b>Denied Date:</b> ____/____/____  <b>Signature of DOE/ACFP Representative:</b> _____	

**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, that neither he nor his principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with the Department of Elder Affairs by any federal department or agency.
- (2) Where the prospective vendor is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this certification.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed 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**

This Agreement is made and entered into by and between \_\_\_\_\_  
Name of Institution  
whose address is \_\_\_\_\_ and the  
Institution's Address  
\_\_\_\_\_ whose address is \_\_\_\_\_  
Name of Food Service Vendor 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 in-operation.

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 potentially hazardous cold foods at 41 degrees F or below, will be provided in an adequate quantity by: ☐ Adult Care Center or ☐ 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: \_\_\_\_\_.

Food Service Vendor agrees to furnish meals, complete with required ☐ paper products, ☐ condiments and ☐ milk pursuant to the following:

Name of Institution and Address of the facility		Projected # of Daily Meals	Unit Price	Delivery or Pick up Time
Site# 1		Breakfast: _____ AM Snack: _____ Lunch: _____	Breakfast: _____ AM Snack: _____ Lunch: _____	Breakfast: _____ AM Snack: _____ Lunch: _____
Site# 2		PM Snack: _____ Supper: _____	PM Snack: _____ Supper: _____	PM Snack: _____ Supper: _____

Food Service Vendor will maintain receipts, cost determination records and production records for a period of three (6) years after the end of the agreement period to which they pertain. These records will be made available to Adult Care Center, Day Care Corporation/Institution, State Agency, USDA and / or the Comptroller's Office for audit purposes.

This Agreement covers the period of \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_. Period will not exceed 365 days.

If, for any reason, this agreement is no longer desired, either party may terminate these services by giving two weeks written notice.

If the Food Service Vendor has an accumulation of 12 high priority violations (July 1-June 30), and/or closure issued by DBPR, this agreement will be terminated immediately and automatically without further action from the Department.

WITNESS WHEREOF: The parties hereto have caused this agreement to be executed by their duly authorized officers:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Day Care Corporation / Institution  
Witness: \_\_\_\_\_  
Witness to Day Care Corporation / Institution  
Authorized Representative's signature

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

**Attached:**  
-Excluded holidays or inoperative days  
-Current Food Service Inspection Report  
-28 day menu cycle