



SFA FOOD SERVICE CONTRACT

This is a contract between _____ (referred to as the Organization) and the School Food Authority _____ (referred to as the SFA) to provide meals and/or snacks to the following centers/sites:

Name of Center	Location of Center (Address)	# Breakfasts per day	# Lunches/Suppers per day	# Snacks Per day

Attach additional sheets if necessary

1. The Organization may add or delete centers to this Contract, or change any center's delivery address by providing _____ days written notice to the SFA.
2. This contract is in effect from ___/___/_____ to ___/___/_____. It may be terminated by mutual consent or by either party for reasons of cause by notice in writing at least _____ days prior to date of termination.
3. The SFA will provide meals and/or snacks that meet or exceed the CACFP Meal Pattern requirements (attached), as well as policy memos issued by the State Agency and the USDA, *The Food Buying Guide for Child Nutrition Programs* and the manual *Crediting Foods in the CACFP*.
4. The SFA will operate in accordance with current Program regulations.
5. The SFA will maintain a nonprofit school food service, with any and all revenues received being used only for the operation of that food service.
6. The price per meal, including food, labor, paper products and delivery is:

Breakfast	\$ _____	per meal
Lunch/Supper	\$ _____	per meal
Snacks	\$ _____	per snack
TOTAL	\$ _____	

7. The number of meals above is an estimate and not a purchasing commitment. The Organization may increase or decrease the number of meals by contacting the SFA (choose one):

_____ 24 hours in advance _____ 48 hours in advance _____ other _____

8. The Organization is required to pay the SFA within:

_____ 30 days of billing _____ 60 days of billing _____ other _____

9. The SFA will deliver each meal at the following times: (complete for any that apply)

Breakfast _____ Lunch _____ Snack/s _____ Supper _____

10. In the event of an emergency situation that might prevent the SFA from delivering a meal or meal component as specified, the SFA will notify the Organization immediately so that substitutions can be agreed upon or the Organization can make alternative arrangements.
11. The SFA is required to prepare meals and snacks in a facility that meets state health and sanitation requirements for the duration of this contract.
12. The Organization will not be required to pay for meals/snacks that:
- Do not meet CACFP meal pattern requirements
 - Are spoiled or unwholesome at the time of delivery
 - Have not been prepared, transported or maintained in accordance with state and local health and safety codes
 - Are delivered later than the specified times without permission from the Organization
 - Have been changed without agreement by the Organization
13. In the case of CACFP participants with special dietary needs due to a handicap as defined in 7CFR 15(b), the SFA will work with the Organization to meet the needs at no additional cost. In the case of specified dietary needs that do not meet the definition of a handicap, the SFA will make an effort to accommodate physician's orders, to the extent practicable, at no additional cost.
14. The SFA will provide to the Organization:
- (specify daily/weekly/monthly) delivery of invoices that indicate the food items delivered and the quantity of each (see attached sample)
 - A monthly bill that includes the total number of meals delivered and unit price per meal
 - Monthly food menus
15. The SFA will maintain full and accurate records including daily production records, CN labels (for commercially prepared foods), receipts and billing statements. Records will be available to the Organization or any state or federal official at any reasonable time and place for review. Records will be kept for three years after the end of the fiscal year to which they pertain (or longer if an audit is in progress).
16. The Organization has the right to conduct announced or unannounced health and safety inspections of the SFA's meal preparation facility. The SFA knows that State or Federal CACFP Staff may attend these inspections.
17. Services will be provided to all eligible participants without regard to race, color, national origin, sex, age or disability.

Organization Representative's Signature

Date

SFA Representative's Signature

Date

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, *USDA Program Discrimination Complaint Form* which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

(2) fax:

(833) 256-1665 or (202) 690-7442; or

(3) email:

program.intake@usda.gov

This institution is an equal opportunity provider.

(Federal statement updated 5/18/2022)