

Agreement to Furnish Foods for the Child and Adult Food Care 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 and/or Non-Food Items to _____ for the rates listed below:
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 | | | \$ |

It is further agreed that _____, pursuant to the provisions of the CACFP Federal regulations, 7 CFR
Name of Food Vendor
 Part 226 will ensure that food and non-food items requested by the CACFP Organization will meet or exceed USDA requirements, and will maintain complete and accurate records that at a minimum include details regarding the preparation and delivery of food and/or non-food items ordered. Said records will be provided to _____
Name of CACFP Organization
 promptly by the last calendar day of each month to meet its responsibility. It is further understood that the CACFP Organization 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 and/or non-food items delivered
Name of CACFP Organization
 in accordance with this Agreement and federal regulations. _____ understands that
Name of Food Vendor
 neither USDA nor Bright from the Start assume any liability for payment of food and/or non-food items ordered; nor does Bright from the Start or USDA assume liability for the Sponsor's non-payment for food and/or non-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

Date: MM/DD/YY

Signature and Title of CACFP Organization

Date: MM/DD/YY

This institution is an equal opportunity provider.