

NEW JERSEY CHILD AND ADULT CARE FOOD PROGRAM

Check (x) One: _____ CONTRACT / SMALL PURCHASES (Under \$250,000)

_____ CONTRACT TO FURNISH FOOD SERVICE (SCHOOL/HOSPITAL)

This CONTRACT is made and entered into by and between the _____ Contractor
_____, hereinafter referred to as the Sponsor and the _____ Contractor
agrees to supply meals _____ inclusive _____ exclusive of milk to the Sponsor with and for the rates herein listed:

Breakfast.....	\$ _____	each	A.M. Supplement.....	\$ _____	each
Lunch.....	\$ _____	each	P.M. Supplement.....	\$ _____	each
Dinner.....	\$ _____	each			

The Sponsor and Contractor also agree to the following:

1. The Sponsor shall provide the Contractor with a copy of the approved Child and Adult Food Program "Schedule A" and revisions of the "Schedule A" as changes are approved by the New Jersey Department of Agriculture.
2. The Contractor shall provide meals which meet the minimum requirements as specified by the United States Department of Agriculture as set forth in the attached Child and Adult Food Program "Schedule B."
3. The Contractor shall not be paid for meals which are delivered outside of the agreed delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this contract.
4. Delivery of meals shall be in accordance with the following delivery schedule:
5. The Sponsor shall increase or decrease the number of meals ordered, as needed, within _____ hours of the time of delivery.
6. The Contractor shall have current (within the past 12 months) state or local health certification and shall ensure that all health and sanitation requirements are met at all times.
7. The Contractor shall provide a daily delivery slip, at minimum in two copies: one for the Sponsor and one for the Contractor. Delivery slips must be itemized to show the number of meals of each type delivered to each site. Each delivery slip must be signed and dated by authorized Sponsor representative.
8. The Contractor shall submit to the Sponsor an itemized invoice giving a breakdown of the number of meals delivered at each site. This must be done no less frequently than monthly. Payment will be made at the unit price specified in this contract. No payment shall be made unless the required daily delivery slips have been signed by an authorized Sponsor representative.

9. The Contractor agrees to retain all records pertaining to the Sponsor's food service operation for a period of five years after the end of the fiscal year to which they pertain (or longer if an audit is in progress), and upon request, to make all accounts and records pertaining to the Sponsor available to representatives of the administering agency, the United States Department of Agriculture, the General Accounting Office for audit and/or administrative review at a reasonable time and place.

10. The Sponsor shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child and Adult Food Program. It is further understood that, in event of cancellation of this contract, the Sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

This contract shall be in effect from _____ through _____
_____ It may be terminated by notice, in writing, given by either party hereto to the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date(s) indicated below:

Signature Authorized Sponsor Representative

Signature Authorized Contractor Representative

Title, Institution Name, Date

Title, Company Name, Date