

CHILD NUTRITION PROGRAM CONTRACT PROVISIONS

All Child Nutrition Program contracts must contain provisions covering the following, as applicable.

For Construction Contracts

- Equal Employment Opportunity [2 CFR 200, Appendix II, (C)]
- Davis-Bacon and Copeland Anti-Kickback Acts, applicable when over \$2,000 [2 CFR 200, Appendix II, (D)]

For Contracts Greater Than \$10,000

- Termination for Cause and Convenience by the Sponsor including how it will be implemented and the basis for settlement [2 CFR 200, Appendix II (B)]
- Recovered Materials, applicable for School Districts [2 CFR 200, Appendix II, (J)]

For Contracts Greater Than \$100,000

- Contract Work Hours and Safety Standards Act, applicable when the contract involves the employment of mechanics and laborers [2 CFR 200, Appendix II, (E)]
- Byrd Anti-Lobbying Certification [2 CFR 200, Appendix II, (I)]

For Contracts Greater Than \$150,000

- Clean Air and Water Pollution Control Acts [2 CFR 200, Appendix II, (G)]

For Contracts Greater Than the Simplified Acquisition Threshold; currently \$350,000

- Breach of Contract addressing administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate [2 CFR 200, Appendix II, (A)]
- Bid Bond Requirement, applicable for SFSP [7 CFR 225.15(m)(5)]
- Performance Bond Requirement, applicable for SFSP [7 CFR 225.15(m)(6)]

For Contracts Regardless of Contract Value

- Jessica Lunsford Act, applicable for School Districts, encouraged for all [Chapter 1012.465, Florida Statutes]
- Protest Procedures [Chapter 120, FI Statutes] - Additional procedures applicable to protests to contract solicitations or award. Agencies subject to this chapter shall use the uniform rules of procedure, which provide procedures for the

resolution of protests arising from the contract solicitation or award process.

- Rights to Invention, applicable when the contract meets the definition of a funding agreement [2 CFR 200, Appendix II, (F)]
- Debarment and Suspension, use the USDA Form AD-1048 [2 CFR 200, Appendix II, (H)]
- Domestic Preferences, for non-food purchases [2 CFR 200, Appendix II, (L)]
- Indemnification [2 CFR 200.447(f)]
- Drug-Free Workplace Act, use USDA Form AD-1049 [41 U.S.C. 81]
- Discounts, Rebates, and Credits, for cost reimbursable contracts [7 CFR 210.21(f)]
- Buy American, applicable for all food purchases [7 CFR 210.21(d)(3)]
- Retention of Records [7 CFR 210.23(c), Rule 1B-24.003(1)(f), F.A.C.]
- Civil Rights [7 CFR 210.23(b)]
- Allow for Audit of Records [7 CFR 210.9(b)(17)]
- Certification of Independent Price Determination, applicable for SFSP [7 CFR 225.6(l)(5)]
- End Product Pricing, Methods, Value, and Delivery Locations, applicable for USDA Foods [7 CFR 250.31(b)]

Best Practice to include:

- Piggybacking: Language should include specific applicable limitations of the piggyback extension (e.g., dollar value or the number of additional parties that may be added).
- Inspection of Facility: Language should permit the Sponsor to inspect the Caterer's food preparation facility at all reasonable times during the preparation of food.
- Invoicing and Payments: Language should include expectation for invoicing and payment between the Sponsor and the Contractor.

Contracts may not:

- Place unreasonable requirements on vendors to qualify for business.
- Require unnecessary experience and excessive bonding.
- Specify only a "brand name" or "approved brand" while not allowing "an equal" product to be provided.



**Florida Department of Agriculture
and Consumer Services**

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