

Child Care Food Program Guidance for Caterers

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Welcome to the Program

The Child Care Food Program (CCFP) is a supplemental nutritional program that reimburses Institutions and facilities for nutritious meals and snacks served at participating child care centers. The Institution or Facility decides if the CCFP meals will be prepared onsite by program staff or if the meals will be catered.

It is the responsibility of caterers on the CCFP Caterer List to understand their role in the procurement of catered meals along with the terms and conditions of the CCFP Standard Catering Contract. As a caterer entering into contracts with participating CCFP Institutions or facilities, you are required to comply with State and Federal procurement standards and applicable program regulations as stipulated in the terms and conditions of the Standard Catering Contract. From the CCFP Home page on the Department of Health Website, caterers can access the catering page simply by clicking on the catering tab. On the Catering Information page, the caterer will find information necessary to become an approved caterer with the CCFP program.

CCFP Caterer Information

Catering documents are located on in the [Catering Information section on the CCFP website](#). The Caterer Information page includes the CCFP Caterer Fact Sheet, the CCFP Information Form, the Current Caterer List, Catered Meals Service Requirements, the CCFP Standard Catering Contract, and Catered Cycle Menus.

The CCFP Caterer Fact Sheet provides a step by step process for a caterer to be included on the CCFP Caterer List. The caterer will need to provide a copy of their food service permit or license, their most recent food service inspection report, and their current food service manager certification (either 360 Training, AboveTraining/StateFoodSafety.com, Always Food Safe, National Restaurant Association (ServSafe), National Registry of Food Safety Professionals, or Prometric).

The Caterer Information Form is to be completed by caterers who wish to be added to the CCFP caterer list. The CCFP Caterer Information Form provides information needed to begin the process for the CCFP to approve a caterer to be on the CCFP Caterer List. Caterers are requested to update their information annually as it will assist centers when looking for a caterer.

The CCFP Caterer List is updated monthly. The purpose of the CCFP Caterer List is to help CCFP child care Institutions or facilities locate caterers that have demonstrated they are properly licensed in the State of Florida to provide catering services to Child Care Institutions and Facilities defined by the Food Code and as required by Florida law. The Florida Department of Health, Bureau of Child Care Food Programs does not endorse, approve, nor discourage any specific catering entity.

Caterers must appear on the CCFP Caterer List prior to submitting a quotation or bid for consideration. After being approved to be included on the CCFP Caterer List, new caterers will receive an email containing a links to the Catering Information webpage. This webpage contains a Sample Delivery Ticket, the Standard Catering Contract, Current State Cycle Menus with Minimum Food Specifications (that correspond to menus), and the CCFP Meal Pattern for Children.

Caterers will also receive links including A Guide to Crediting Foods, the CN Label Calculator, and Recipes for Healthy Kids, and any pertinent catering memorandums. Participating CCFP

Institutions or facilities that choose or are required to obtain catered meal service must follow federal procurement regulations.

The CCFP Institution or Facility is responsible for securing a CCFP catered meal service contract. It is important to know that documents will flow from the Institution or Facility to the caterer. Child care centers (and sponsoring organizations) participating in the CCFP download and complete required catering documents, including procurement requirements, standard catering contract, bid packet (when necessary) and menus for use in procuring catered meal service.

General Requirements and Responsibilities:

Under Title 7 Code of Federal Regulations §226.6(h)(i)(3) and Rule 64F-17.004 of the Florida Administrative Code, to prepare meals for use by CCFP child care centers, a caterer must be licensed, permitted and/or inspected as required by Sections 509.241, 500.12, and/or 381.0072, of the Florida Statutes:

- Chapter 509, Florida Statutes, if the Caterer is regulated by the Department of Business and Professional Regulation (DBPR);
- Section 381.0072, Florida Statutes, if the Caterer is regulated by the Department of Health's Bureau of Environmental Health (DOH Environmental Health); or
- Chapter 500, Florida Statutes, if the Caterer is regulated by Florida Department of Agriculture and Consumer Services (DACS).

DBPR is notified by the CCFP when a caterer is added to the CCFP caterer list. DBPR assigns a Risk Level 3 Classification to that caterer as defined in the FDA Food Code and adopted by reference in Florida Administrative Code Rule 61C-1.001, which states defines school aged children as a highly susceptible population, requiring a risk level 3 classification for the caterer. This Risk Level 3 must be maintained throughout the contract term.

Health Certification: Caterer shall have Federal, State, or local health certification for the plant in which it proposes to prepare meals for use in the CCFP, and it shall ensure that health and sanitation requirements are met at all times, as specified in 7 C.F.R. § 226.6(i)(3). In addition, the Department may require the Caterer to provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared. These bacteria levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the Institution or Facility and to the Department.

Access to Caterer Site: The Caterer will permit employees of the Institution or Facility, designated program officials of the Department, the FDLE, and USDA access to:

1. Inspect the Caterer's preparation site prior to the delivery of catered meals
2. To observe and be present during preparation and delivery of meals, without prior notice, at any time during the contract period.

A Caterer who has had their permit or license revoked or cancelled by the Licensing or Permitting Authority will be removed from the CCFP Caterer List. The Caterer will need to reapply to the appropriate Licensing or Permitting Authority for reinstatement for the license or permit. The Caterer must reapply pursuant to Florida Rule of Administrative Code 64F-17.004 to be placed back on the CCFP Caterer List.

Supervision and Inspection Requirements:

1. Provide management supervision at all times, and maintain constant quality control inspection to check for portion size, quality of products, time and temperature, appearance, and packaging;
2. Maintain a valid state or federal food service license or permit; and
3. Submit copies of the applicable state or federal regulatory inspections and current license or permit annually to the Department, as may be requested.

Access to Records and Maintenance of Records: The books and records of the Caterer pertaining to the Institution or Facility's food service operation shall be available for inspection and audit by representatives of the Department, of USDA, and of the U.S. General Accounting Office at any reasonable time and place, for a period of three years from the date of receipt of final payment under the contract, or in cases where an audit requested by the Department or USDA remains unresolved, until such time as the audit is resolved.

The Caterer shall maintain such records (supported by invoices, receipts, or other evidence) as the Institution or Facility will need to meet its responsibilities under 7 C.F.R. § 226.6(i), and shall promptly submit invoices and delivery reports to the Institution or Facility no less frequently than monthly, as specified in 7 C.F.R. § 226.6(i)(2).

The records that the Caterer will maintain include, but are not limited to:

1. Purchase orders, invoices from food distributors, and production records;
2. Delivery records and meal change form confirmations;
3. Temperature logs for storage, cooking and holding of potentially hazardous foods, and transportation to the Institution or Facility;
4. Invoices to the Institution or Facility;
5. Notices of non-payment;
6. Records necessary to comply with federal and state laws and regulations;
7. All state and federal tax records associated with this contract;
8. The contract, all addendums, and amendments.

Competitive Procurement

There are two competitive procurement procedures for catered meal service: Informal and Formal. A child care Institution or Facility's total annual food costs (actual or projected) determine which procedure must be followed based on monetary threshold of \$250,000. CCFP Institutions or facilities with a total annual meal service cost below \$250,000 may use the informal procedure for securing a catered meal service contract. (Institutions or facilities can follow the formal procedure if they wish.) CCFP child care Institutions or facilities with a total annual meal service cost at or above \$250,000 must use the formal procedure.

Informal competitive procedures: CCFP child care Institutions or facilities must obtain a minimum of three quotes from caterers listed on the CCFP Caterer List. When soliciting quotes from caterers, the Institution or Facility will fax, mail, or email caterers a copy of: Institution or Facility selected Cycle Menu (Attachment 2); a completed Meal Services to be Provided (Attachment 5); a completed Delivery Schedule (Attachment 6); and a copy of the Price Schedule (Attachment 7). Where applicable, these will be completed with Institution or Facility information.

Using the quotes submitted by the Caterer, the Institution or Facility will determine the lowest grand total price quote and if necessary, will obtain quote acceptance approval from state headquarters' office. If one or more quotes received for an Initial Catering Contract has a grand total amount of \$50,000 or more, the contract award must be approved by the CCFP state

headquarters. If additional information is required, the Department will request the additional information from the Institution or Facility. The Department will continue the approval process after the requested information is received.

The Institution or Facility will contact the caterer to schedule a date and time to meet, complete and sign the catering contract. The Institution or Facility will provide a copy of the contract to the caterer and keep the original. If the caterer does not wish to quote a price for any reason, we request that the caterer responds to the center via email stating they will not provide a quote.

Formal competitive procedures: CCFP child care Institutions or facilities must publicly advertise for competitive sealed bids in a newspaper of general circulation. The advertisement must include the date, time and place of the bid opening. Institutions or facilities must prepare Standard Catering Contract Bid Packets and keep a list of all caterers (when and who) that provide a bid.

The Institution or Facility may choose to announce the bid on their website or social media page(s) such as Facebook, Instagram, or Twitter. Information specific to the advertisement must clearly show the date, time, and location of the public bid opening and the location to pick up or request bid packets.

It is the bidder's responsibility to assure that his or her bid is delivered at the proper time and place of the bid opening. Bidders are expected to carefully examine the terms and conditions of this standard catering contract including attachments. Failure to do so will be at the bidder's risk. Bidders must complete all mandatory attachments and *submit the originals along with two copies of each attachment* in a sealed envelope.

Sealed bid packets received from caterers before the bid opening must be securely kept, unopened with the date and time received recorded on the outside of the sealed envelopes. Institutions or facilities must publicly open and record all bids received at the location, date, and time advertised. Institutions or facilities are instructed to open each bid packet and read aloud the name of the caterer only. No award is made at the bid opening. The Institution or Facility has up to 72 hours to determine the responsiveness of each bid submitted, then they must submit necessary documentation to CCFP headquarters' office for bid acceptance approval.

All catering contracts requiring formal competitive procedures must have CCFP headquarters bid acceptance approval before entering the catering contract. Once the Institution or Facility receives bid acceptance approval, the Institution or Facility can award the bid and sign the contract. The caterer and Institution or Facility each receive a complete signed contract with required original signatures.

After awarded, one copy of the fully executed contract must be: provided to the successful bidder; provided to CCFP Headquarters' office; and maintained by the Institution or Facility. Bidders must include the Institution's or Facility's name and address and date and time of the bid opening on the face of envelope.

Regarding both informal quotes and formal bids, questions related to the request for a quote or bid must be received in writing by the Institution or Facility prior to quote or bid submission date. The Institution or Facility must provide questions and answers in writing to all potential caterers prior to quote or bid submission date.

Respondents to an informal quote or formal bid may not contact the Institution or Facility between the date of the request for quotes or release of the bid and the end of the 72-hour evaluation for responsiveness period except in writing to the Institution or Facility. Violation of this provision may be grounds for bid/quote rejection.

Caterers are cautioned to make no assumptions unless their quote or bid has been deemed responsive. In case of mathematical errors, the Caterer's unit price quotation or bid will be considered the contract price. It is the Caterer's responsibility to understand the terms, conditions and specifications of the contract. Failure to do so will be at the Caterer's risk and no relief will be provided under this contract for "error" once a contract is executed and agreed to by both parties.

CCFP Standard Catering Contract

The standard catering contract is a legal document between the child care Institution or Facility and the caterer. The CCFP is not a party to the catering contract. However, the participating CCFP Institution or Facility is obligated under the permanent contract with the CCFP to ensure all meals claimed for reimbursement meet CCFP requirements. The CCFP provides reimbursement to the child care Institution or Facility – not the caterer – for creditable catered meals served to eligible children.

It is important to thoroughly read and review the catering contract prior to entering into and signing a contract. The CCFP Standard Catering Contract contains six sections. Each section includes standard requirements according to state and federal regulation and specific requirements for the CCFP. The sections of the CCFP Catering Contract are: General Terms, The Caterer's Responsibilities, The Institution or Facility's Responsibilities, Payment, Miscellaneous, and Special Provisions. The catering contract also includes many important Attachments.

A catering contract is for a single federal fiscal year beginning October 1st and expiring on September 30th. It may be renewed for two additional one-year terms. The renewal process is at the sole discretion of the Institution or Facility and requires mutual agreement by both parties – Institution or Facility and caterer – for completion. Prior to expiration of the catered meal service contract, the Institution or Facility (if eligible) will provide the contract to the caterer for renewal. If either party does not agree to renew, then the center must initiate the informal or formal competitive procedure to obtain a new initial Standard Catering Contract.

Caterer's Responsibilities

Meal Requirements, Preparation, Packaging and Delivery: caterers must prepare and deliver meals daily according to terms and conditions of meal requirements, preparation, packaging, delivery, and attachments 1 through 7. This includes providing meals according to the menu selected by the center and that meet the nutritional requirements specified by the CCFP Meal Pattern for Children, Attachment 1. Please note that meal pattern requirements for children ages 3 through 5 are used for children age 1 and 2 in the CCFP Standard Catering Contract.

Caterers must ensure that all potentially hazardous foods are to be maintained in the at safe temperature range, cold foods at 41°F or below and hot foods at 135°F or above, throughout the delivery process and to be delivered in the safe temperature range. Meals delivered out of the safe temperature range will not be accepted and cannot be reheated or cooled to proper temperature. Caterers must not assemble meals more than 24 hours prior to delivery.

For each meal delivered, caterers must provide the center (by label or other form) the name and address of the caterer; food item and number of portions by age group; serving size information by cups, ounces, and individual pieces; and date of production. Caterers must provide daily delivery tickets with each meal delivery. A sample delivery ticket which caterers may use can be found on the catering section of the CCFP website (mentioned in the beginning). The caterer may also choose to use their own version.

Repayment for Disallowed Meals: the caterer will reimburse the Institution or Facility for the contract amount for all claimed meals denied by the CCFP if the Institution or Facility provides the Caterer written notice of denied meals if the denial or the reimbursement as the direct result of the caterer's failure to comply with the meal requirements stated in the contract.

The delivery tickets must show the name of the center (or sponsor); be itemized to show the number of meals for each type, the individual meal components for each meal type and age group, and the date and time of delivery. Delivery tickets must be typed or printed in ink on company letterhead in duplicate, one for the caterer and one for the center. If delivering to a sponsored child care Facility, a minimum of three copies must be provided, one for the caterer, a copy for the sponsoring organization and a copy for the child care Facility. Delivery tickets must include the name of the individual making the delivery and the name of the center representative accepting delivery of the meals.

In addition to signatures, the names must be clearly printed on the delivery ticket. Failure to clearly identify required names may result in disallowance of meals delivered under this contract. All delivery ticket corrections made by the Caterer and/or the child care Facility must be initialed. The use of white-out is not allowed on any documents in support of the contract or on the contract itself.

Caterers invoices: Caterers are instructed to submit itemized invoices to the child care center (or sponsor) biweekly or monthly. If the caterer contracts with a sponsoring organization, then biweekly or monthly statements specifying the number of meals provided, the unit price for each meal and the amount paid by the sponsor on the center's behalf must be provided to each sponsored child care center that receives catered meals.

Caterer invoices for CCFP claimed costs must be paid by the invoice payment due date or within five business days after receipt of CCFP reimbursement, whichever is earlier. While most CCFP participating centers (or sponsors) promptly pay for catered meal service, newly listed CCFP caterers are provided a memo and process to inform CCFP headquarters' office of delinquent catering accounts.

Any applicable taxes are in addition to the quotation and are not included therein.

Contract Price Terms, Payment, and Termination for Failure to Make Payment

All prices are fixed for the duration of the contract period. The contract price will include the price of food, milk, disposable meal service products, packaging, transportation and other related costs. Cash discounts for prompt payment will not be considered in determining the lowest net cost for contract evaluation purposes.

The Institution or Facility will pay the Caterer the unit price specified in the Price Schedule (Attachment 7) multiplied by the number of meals provided as specified in the invoice. The contract price does not include, and the Caterer is not authorized to charge, costs for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time.

Non-payment for Meal Deficiencies: Caterer will not be paid for meals which are delivered outside of the agreed upon time, are spoiled or unwholesome (e.g. moldy or undercooked food, foreign object in food) at the time of delivery, or do not otherwise meet the meal requirements contained in the contract (e.g. food delivered outside of acceptable temperatures, unauthorized substitutions). Any payment denial will be supported by delivery documentation demonstrating deviation from the requirements of this contract.

The Institution or Facility will pay no later than 41 days from its receipt of the invoice from the Caterer unless the invoice provides otherwise; or five days after receiving CCFP reimbursement, whichever occurs sooner.

The Caterer must use the following delinquent payment notification procedures to preserve its right to demand payment for catering services:

1. For invoices not paid within 42 days after the Institution or Facility received the invoice the Caterer will send the Institution or Facility a notice letter by certified mail (return receipt requested) with a copy of the original invoice attached within 42 days after the Institution or Facility received the invoice or five days after the Institution or Facility receives CCFP reimbursement, whichever occurs first. The Caterer will also provide a copy of the notice letter to the CCFP.
2. The Caterer may suspend service or terminate its contract with the Institution or Facility if the Institution or Facility has failed to make full and complete payment for any invoice 63 days or more after that invoice is due and owing. The Caterer's failure to terminate its contract will not waive the Caterer's right to seek payment under Florida law.

The Caterer may seek late fees from the Institution or Facility for late payment of invoices. Late fees must not be paid from CCFP funds. The Caterer will suspend service or terminate its contract with the Institution or Facility if the Institution or Facility has failed to make full and complete payment for any invoice 63 days or more after that invoice is due and owing. The Caterer's failure to terminate its contract will not waive the Caterer's right to seek payment under Florida law.

Attachments

The last section of the catering contract is the Attachments. Attachments are incorporated and adopted by reference into the terms and conditions of the CCFP Standard Catering Contract.

Attachment 1: the CCFP Meal Pattern for Children and Additional CCFP Meal Pattern Requirements for Children states the total minimum amount of food that must be served to children age one and older participating in the CCFP and specific food component requirements. Meal pattern requirements for children ages 3 through 5 are used for children age 1 and 2 in the CCFP Standard Catering Contract.

Attachment 2: the center's selected cycle menu of choice, will be either A, B, or C; no pork/no peanut version of A, B, or C; or a Kosher menu. There are ten, five-week catered cycle menus available for centers to select from and use with the Standard Catering Contract. These state cycle menus are updated annually and must be used unless prior approval is given to a center (or sponsor) to use an alternate menu.

Attachment 3: Minimum Food Specifications and Exhibit A – Grains/Breads Requirement for CCFP. Exhibit A gives specific criteria for determining acceptable grains-breads and minimum serving sizes.

Attachment 4: the "boxed lunch" menus for centers anticipating field trips

Attachment 5: Meal Services to be Provided which must be completed by the center and used by the caterer when determining unit meal prices.

Attachment 6: Delivery Schedule must also be completed by the center and provides delivery location, center contact information, and desired delivery times of meals.

Attachment 7: Price Schedule, the center provides estimated number of meals per day by meal type and estimated number of serving days per year and the caterer provides unit meal price and totals.

Attachments 8 and 9: Conflict of Interest Questionnaires for center and caterer

Attachment 10: Catered Meal Service Deficiency Report will be used if there are any deficiency in the meal delivery. Institutions and Facilities are instructed to send a Food Deficiency Report to the state office if any items delivered may potentially cause a food borne illness, such as food being delivered out of temperature.

Attachment 11: Catered Meal Order Change Form must be completed by the center when making changes to the number of catered meals ordered anytime during the contract period.

Attachment 12: Food Acceptance Log Attachment 12, is used by the Institute or Facility for keeping a written record regarding food deliveries.

Instructions for attachments

Caterers providing quotes or bids must carefully review all the materials contained herein and prepare responses accordingly. The quotation or bid will be based on all the terms and conditions stated in the contract. The Caterer is responsible for the accuracy of all information provided in its bid and will be required to perform according to the terms of the contract and its bid if it receives the contract award.

The Caterer will therefore be required to:

1. Provide a quotation or bid based on the number, type and delivery location for meals specified in the request for quotation or bid.
2. Provide a unit price per meal type requested, total price for each meal type, and its grand total price on Attachment 7, Price Schedule – columns 3, 4, and (Grand Total) 5.
3. Complete Attachment 9, Caterer Conflict of Interest Questionnaire
4. Provide a copy of insurance coverage (Worker's Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability) as defined in Part II, J, 4 of this contract.
5. Type or print in ink all quote or bid proposals. Use of erasable ink or pencil is not permitted.
6. Include the cost of food, milk, disposable meal service products, packaging, transportation and all other related costs (e.g., condiments, utensils, etc.) according to Attachment 5, Meal Services to be Provided and Attachment 7, Price Schedule, as part of the contract price.

Nutrition and Menu Planning

The Nutrition and Menu Planning section of the CCFP website has many other resources to enhance understanding of program regulations stipulated in the terms and conditions of the Standard Catering Contract. We encourage you to visit the Feeding Children web page as shown. Resources of interest include: Meal Pattern for Children, A Guide to Crediting Foods, The ABC's of Child Nutrition (CN) Labels, Food Buying Guide Calculator, and Standardized Recipes.

A Guide to Crediting Foods contains meal pattern requirements with minimum portion size by age group; general requirements for the food component categories of meat-meat alternates, vegetables-fruits, grains-breads, and milk; and creditable and non-creditable foods. Creditable foods are those foods that may be counted towards meeting the meal pattern requirements and

non-creditable foods are those foods that do not count towards meeting meal pattern requirements.

The Minimum Food Specifications (also referred to as Attachment 3 in the catering contract) contains food specifications for the food component categories as listed in the state cycle menus. Caterers must purchase and provide foods that meet these food specifications to ensure quality and proper nutrition that young children need to grow and develop.

Foods prepared from scratch require the use of a standardized recipe. A standardized recipe is one that has been tested multiple times and has been found to produce consistently good results and yield.

When preparing menu items such as chicken and rice or vegetable beef stew, standardized quantity recipes ensure quality and yield consistency so that children receive the correct amounts of food and the nutrient quality remains consistent. A standardized recipe should include: yield – the number of servings and serving size; list of ingredients, including the form – such as frozen green beans; packing ingredients – such as packed in own juice; fat content – such as 20% fat ground beef; and step-by-step preparation instructions.

Prepackaged, commercially prepared combination main dish items require a Child Nutrition (referred to as CN) Label or Product Formulation Statement (referred to as PFS). CN Labels provide standardized food crediting information for commercially processed combination main dish products, for example, breaded chicken nuggets. A CN label will state the meal contribution and serving size of the product. If a CN label is not available, a PFS also states the serving size of a product and the meal contribution per serving. The PFS must be requested from the manufacturer. These documents must be provided to the center and sponsor.

Documentation

The books and records of the Caterer pertaining to the Institution or Facility's food service operation shall be available for inspection and audit by representatives of the Department, of USDA, and of the U.S. General Accounting Office at any reasonable time and place, for a period of three years from the date of receipt of final payment under the contract, or in cases where an audit requested by the Department or USDA remains unresolved, until such time as the audit is resolved.

The Caterer shall maintain such records (supported by invoices, receipts, or other evidence) as the Institution or Facility will need to meet its responsibilities under 7 C.F.R. § 226.6(i), and shall promptly submit invoices and delivery reports to the Institution or Facility no less frequently than monthly, as specified in 7 C.F.R. § 226.6(i)(2).

The records that the Caterer will maintain include, but are not limited to:

1. Purchase orders, invoices from food distributors, and production records;
2. Delivery records and meal change form confirmations;
3. Temperature logs for storage, cooking and holding of potentially hazardous
4. foods, and transportation to the Institution or Facility;
5. Invoices to the Institution or Facility;
6. Notices of non-payment;
7. Records necessary to comply with federal and state laws and regulations;
8. All state and federal tax records associated with this contract; and

9. The contract, all addendums, and amendments.

Insurance Requirement

The Caterer must secure and maintain, at its sole expense, throughout the term of this Contract, insurance necessary to cover services under this contract. The Caterer accepts full responsibility for identifying and determining the types and extent of liability insurance necessary to provide reasonable financial protections for itself, and the clients to be served under this contract. The limits of coverage under each policy maintained by the Caterer do not limit the Caterer's liability and obligations under this contract.

The Caterer must deliver the written notification and a Certificate of Coverage to the Institution or Facility of insurance coverage at the time this contract or renewal is executed and within five business days of any change in insurance or terms of insurance