

Vendor Number: _____ **Vendor Name:** _____

AMENDMENT TO THE WIC VENDOR AGREEMENT
This Amendment is pursuant to 10A N.C.A.C. Subchapter 43D

The following provisions amend the October 1, 2024 – September 30, 2027 WIC Vendor Agreement. This amendment will become effective April 1, 2026 and end September 30, 2027.

The Vendor Agrees to:

1. Maintain the minimum inventory of supplemental foods specified in 10A N.C.A.C. 43D .0708(17) and Section VI:

<u>Food Item</u>	<u>Type of Inventory</u>	<u>Quantities Required</u>
Milk	Whole fluid: gallon -and- Skim/low fat fluid: gallon	2 gallons 6 gallons
Cheese	1 pound package	2 packages
Cereals	2 types: whole grain (minimum package size 12 ounce)	6 packages total
Eggs	Grade A, large, white: 1 dozen size carton	2 dozen
Juice	Single strength: 64 ounce: 2 varieties	6 containers
Legumes	1 pound package or 4 15-16 ounce cans: 2 varieties	2 packages or 8 cans OR 1 package and 4 cans
Peanut Butter	16 to 18 ounce container	2 containers
Tuna	5 to 6 ounce can	6 cans
Bread/Tortillas	16 to 24 ounce loaf of whole wheat/whole grain bread or package of tortillas	2 loaves or 2 packages OR 1 loaf and 1 package
Rice	14 to 24 ounce package, whole grain	2 packages
Infant Cereal	8 ounce box	6 boxes
Infant Fruits and Vegetables	3.5 to 4 ounce container 1 type of fruit and 1 type of vegetable	64 ounces
Infant Formula	milk-based powder; 11.0 to 14.0 ounce -and- soy-based powder; 11.0 to 14.0 ounce Brands must be the primary contract infant formulas	8 cans 4 cans
Fruits	14 to 16 ounce can: 2 varieties	10 cans total
Vegetables (Excludes foods in Legumes category)	14 to 16 ounce can: 3 varieties	10 cans total

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Assurances

The vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, (including gender identity and sexual orientation), or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

All other Terms of Vendor Agreement as set forth in the original Agreement will remain in effect for the duration of the Agreement.

The undersigned represents that s/he has read, understands, and agrees to comply with the Amendment to the WIC Vendor Agreement.

Owner/Officer Signature: _____ **Title (If Officer):** _____ **Date:** _____

This institution is an equal opportunity provider.