**CHILD AND ADULT CARE FOOD PROGRAM**

# VENDED MEALS CONTRACT

**Between**

|  |  |
| --- | --- |
| **School Food Authority (Vendor):** | **CACFP (Recipient):** |
| **Agreement Number:** | **Agreement Number:** |
| **Address:** | **Address:** |
|  |  |
| **Contact Person:** | **Contact Person:** |
| **Phone:** | **Phone:** |
| **Fax:** | **Fax:** |
| **Email:** | **Email:** |
|  |  |

### Purpose and Term

Recipient the Child and Adult Care Food Program (the “Recipient CACFP”) participates under the West Virginia Department of Education, Office of Child Nutrition. Vendor School Food Authority (the “Vendor SFA”) \_\_\_\_ does participate\_\_ does not participate in the United States Department of Agriculture (USDA) School Nutrition Programs that are administered by the West Virginia Department of Education, Office of Child Nutrition. The purpose of this contract is for the Recipient CACFP site and centers to purchase meals for its food service program from the Vendor SFA.

Recipient CACFP hereby agrees to purchase from Vendor SFA, and Vendor SFA hereby agrees to provide to Recipient CACFP, the lunches, breakfasts, afterschool snacks, and dinners that are indicated in Section III below (collectively referred to in this contract as the “vended meals”) as part of the respective USDA Child Nutrition Programs, all in accordance with the terms of this contract and applicable Federal and State regulations.

Vendor SFA will provide the vended meals to the Recipient CACFP site and centers listed on the attached Exhibit A and incorporated into this contract. Recipient CACFP will give Vendor SFA days’ advance written notice of any change to the sites or other information listed on Exhibit A.

This contract is effective for a period of one year commencing on , 20

 , 20 , unless terminated earlier as provided herein.

### Operational Calendars

and ending on

Vendor SFA will provide the vended meals daily on days when both Vendor SFA schools and Recipient CACFP sites and center are scheduled to be in session, according to their respective school year calendars attached as Exhibit B (Recipient CACFP) and Exhibit C (Vendor SFA) and incorporated into this contract. Vendor SFA  will be required to provide  will not be required to provide vended meals on days when Vendor SFA schools are scheduled to be closed; and will not be required to provide vended meals (ii) on days when Recipient CACFP centers and sites are scheduled to be closed; (iii) on any planned non- serving day for the Recipient CACFP that is not shown on Exhibit B, provided Recipient CACFP notifies Vendor SFA(by:\_\_\_ phone \_\_email, or \_\_fax) at least \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in advance of such date; and (iv) on days when schools are closed due to inclement weather.

### Meal Requirements

Under this contract, Vendor SFA will provide (Recipient CACFP – *MUST check* ***all*** *that apply*):

Lunches meeting National School Lunch Program requirements set forth in 7 CFR Section 210.10. breakfasts meeting School Breakfast Program requirements set forth in 7 CFR Section 220.8.

Afterschool snacks meeting Afterschool Care Snacks requirements set forth in 7 CFR Section 210.10.

At-Risk Afterschool Meals Program (“Dinner”) meeting Child and Adult Care Food Program requirements set forth in 7 CFR Section 226.20.

All vended meals will conform to the current applicable meal pattern requirements and cycle menus set forth by federal regulations.

\*all children 5 and over can have the option of flavored milk in correct fat content if available.

### Milk

(Recipient CACFP – *MUST check* ***one***)

* 1. All vended meals supplied by Vendor SFA will **include milk**.

## -OR-

* 1. Vendor SFA will supply all vended meals **without milk**, which Recipient CACFP will purchase separately.

### Menus

Vendor SFA will provide Recipient CACFP with menus prepared on a weekly

bi-weekly monthly

basis at least days in advance of their effective dates.

### Orders

* 1. (Recipient CACFP – *MUST check* ***one***)
		1. Recipient CACFP will order vended meals on a Daily Weekly Other basis. Vendor SFA will be notified not later than of the numbers of each type of vended meal needed for

*(Time of day)*

that day or the following day.

## -OR-

* + 1. Alternate Ordering Arrangement: (describe):
	1. Recipient CACFP may increase or decrease the number of each type of vended meal ordered for any day by

 vended meals by notifying Vendor SFA not later than on the

*(Number of meals) (Time)*

Scheduled delivery date or day before the delivery date or

other: (describe) .

* 1. Recipient CACFP may from time to time order additional food, condiments, utensils or paper goods from Vendor

SFA by notifying Vendor SFA Daily Weekly Other (describe): in advance of the desired delivery date.

### Packaging

(Recipient CACFP – *MUST check* ***all that are applicable***)

* 1. Vendor SFA will provide all vended meals as individual unitized meals packaged in sealed, leak-proof containers suitable for transport.

## -AND/OR-

* 1. Vendor SFA will provide vended meals in bulk quantities, accompanied by written instructions listing the planned portion size to be served of each food component in order to meet the applicable meal pattern requirements.

## -OR-

* 1. Other (specify):
	2. All vended meals supplied by Vendor SFA will include the following: (Recipient CACFP – *MUST check* ***all*** *that apply*)

Eating utensils Condiments Paper goods Serving utensils Steam Table Pans

Disposable Meal Trays

Other (specify): Other (specify):

1. **Delivery** (Recipient CACFP – *MUST check* ***one***)

### Vendor SFA Delivers:

Not later than each day, Vendor SFA will deliver vended meals in separate, suitable transport cartons for each meal type, to each Recipient CACFP vended site indicated on Exhibit A. Vended meals should not be delivered before . Vendor SFA will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until Recipient CACFP accepts delivery. Vendor SFA will prepare a daily delivery slip for each Recipient CACFP vended site listed on Exhibit A. An authorized Recipient CACFP representative at each site will count and verify all vended meals upon receipt at each Recipient CACFP vended site and note any discrepancies on the daily delivery slip. All discrepancies will be addressed and corrected by mutual agreement of Vendor SFA and Recipient CACFP.

*MUST check* ***one*:**

Fee for Delivery: $ per No Fee for Delivery.

Day

Week

Month

## -OR-

### Recipient CACFP Picks Up:

Vendor SFA will package vended meals in separate, suitable transport cartons for each meal type to be picked up by Recipient CACFP not later than each day. Vendor SFA will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until picked up by Recipient CACFP. Vendor SFA will prepare a daily delivery slip and an authorized Recipient CACFP representative will count and verify all vended meals at pick up, note any discrepancies on the daily delivery slip and address and correct all such discrepancies with the Recipient CACFP.

### Labor

Under no circumstances will Vendor SFA provide on-site employees or labor to Recipient CACFP. All food service employees utilized by the Recipient CACFP will be employed by the Recipient CACFP.

### Charges

Recipient CACFP will pay the following charges for vended meals that meet Child Nutrition Programs requirements and are provided in accordance with this contract:

### Note: The lunch prices below must not include a credit for USDA Foods.

|  |  |  |  |
| --- | --- | --- | --- |
| Menu Planning Grade Groups | Unit PricePer Meal/Snack | **ANNUAL** Estimated Number of Meals/Snacks(ESTIMATED # OF DAILY MEALS **x** # OF SERVING DAYS) | **ANNUAL** Estimated Cost |
| **Breakfast:** |  |  |  |  |  |  |
| K-5: | $  | x |   | = | $ |  |
| K-8: | $  | x |   | = | $ |  |
| 6-8: | $  | x |   | = | $ |  |
| 9-12: | $  | x |   | = | $ |  |
| **Lunch:**K-5: | $  | x |   | = | $ |  |
| K-8: | $  | x |   | = | $ |  |
| 6-8: | $  | x |   | = | $ |  |
| 9-12: | $  | x |   | = | $ |  |
| **Afterschool** |  |  |  |  |  |  |
| **Snack:** | $  | x |   | = | $ |  |
| **Dinner:** | $  | x |   | = | $ |  |
| **Additional** | $  | x |   | = | $ |  |
| **Milk:** |  |  |  |  |  |  |

**TOTAL COST**: $

### USDA Foods

(Vendor SFA – *MUST check* ***one***)

Vendor SFA will not utilize the Recipient CACFP’s USDA Foods. (If no, proceed to section XII, Billing)

## -OR-

Vendor SFA will utilize the Recipient CACFP’s USDA Foods. The “per meal USDA Foods credit” will be: $ .

If Vendor SFA receives any USDA Foods on behalf of Recipient CACFP during a month, it will deduct the cents per meal commodity credit from the amount billed on Recipient CACFP’s monthly invoice in the following month.

Crediting of the market value of USDA Foods will be based on a “cents per meal USDA Foods credit” applied to the base lunch meal price. The “cents per meal USDA Foods credit” will be determined by utilizing the Recipient CACFP’s “Commodity Acceptance Report” from the previous school year or by the method that will most accurately anticipate the current year’s commodity market value.

West Virginia Department of Education administrative fee invoices for USDA Foods received by or on behalf of the Recipient CACFP and trucking invoices for USDA Foods picked up from the warehouse on behalf of the Recipient CACFP will be paid by the Recipient CACFP.

Both the Vendor SFA and Recipient CACFP will comply with the Food Distribution Agreement in ACES and will assure that the information on the Recipient CACFP’s Attachment Form is correct. The Vendor SFA will be listed as an off-site storage location for the Recipient CACFP if they are storing USDA Foods for the Recipient CACFP.

### Billing:

Vendor SFA will submit a written invoice to Recipient CACFP following the end of each calendar month, listing the numbers and types of vended meals provided on each day of the preceding month to each Recipient site listed on Exhibit A, the monthly total for each type of vended meal provided, and their respective unit prices, less a “cents per meal USDA Foods credit, if applicable (for those Vendor SFA’s utilizing Recipient CACFP’s USDA Foods). The invoice shall also include an itemized list and the respective charges for any additional food, condiments, utensils, paper goods, or other supplies delivered by Vendor SFA to Recipient CACFP in the preceding month.

If Vendor SFA is utilizing Recipient CACFP’s USDA Foods, the value of the Donated Foods will be billed to the vendor SFA.

Recipient CACFP will not be required to pay for vended meals that are spoiled or unwholesome at the time of delivery, or that otherwise fail to meet the terms of this contract. Recipient CACFP will notify Vendor SFA of any spoiled or unwholesome food within 24 hours of the delivery of the same.

The Recipient CACFP will make payment to the Vendor SFA within days.

### Health and Sanitation

Vendor SFA will maintain applicable State and local health certifications for all facilities in which meals are prepared for Recipient CACFP. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures. Vendor SFA will follow applicable Hazard Analysis Critical Control Point (HACCP) procedures in the preparation and delivery of vended meals for Recipient CACFP. Vendor SFA will keep and maintain all HACCP food safety records, including HACCP process, and time and temperature monitoring for each Recipient CACFP site listed on Exhibit A.

### Recordkeeping and Availability of Records

* 1. Recipient CACFP will maintain daily production records. Vendor SFA will complete all applicable sections. The Recipient CACFP will be responsible for completing sections pertaining to HACCP and meal service on site as well as all other required and/or applicable sections. Recipient CACFP will maintain on file all completed production records for the Recipient CACFP sites listed on Exhibit A.
	2. Vendor SFA will provide records relating to vended meals as needed, including but not limited to, the following: standardized recipes, nutrition fact labels, child nutrition (CN) labels and/or manufacturer product formulation statements for all meal components served as a part of the reimbursable vended meals.
	3. Vendor agrees to grant the CACFP, the West Virginia Department of Education, Office of Child Nutrition, the Inspectors General, the Comptroller General of the United States and its State counterparts, or any of their duly authorized representatives, access to any books, documents, papers and other records of the Vendor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcripts; and shall provide timely and reasonable access to Vendor personnel for the purpose of interview and discussion related to such documents. Vendor shall retain all records required or necessary under this contract for a period of three years from the date of final payment hereunder; except that in the event of litigation, claims, or audit findings, the records must be retained until all litigation, claims and audit findings involving the records have been resolved and final action taken. Vendor will adhere to all additional exceptions, if applicable, as required by State and Federal law. Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment.

### Claims for Reimbursement

Recipient CACFP will be responsible for point-of-service meal counts for all vended meals served at Recipient CACFP sites and centers and for completing and submitting claims for reimbursement to WVDE.

### Termination

Either party may cancel this contract at any time by giving days’ written notification to the other party. Neither party shall be liable for any loss nor penalty upon such termination, except Recipient CACFP shall pay Vendor SFA for vended meals delivered in accordance with this contract prior to the termination date.

In the event of early termination of this contract by either party, all USDA donated foods not used prior to the date of termination and all USDA donated foods received by Vendor SFA after the date of termination will be delivered to Recipient CACFP

**The Parties have expressed their mutual agreement to the foregoing, and in consideration thereof, the undersigned, as the duly authorized representatives of their respective agencies, hereby execute this Agreement.**

|  |  |
| --- | --- |
| **Vendor SFA Authorized Representative Signature:** | **Recipient CACFP Authorized Representative Signature:** |
| **Name (Printed):** **Signature:**  | **Name (Printed): Signature:**  |
| **Title:**  | **Title:**  |
| **Date:**  | **Date:**  |

# EXHIBIT A

**RECIPIENT CACFP RECEIVING VENDED MEALS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Center/ site Name & Address** | **Facility Type** | **Meal Pattern Grade Groups** | **Vended Meals Provided** |
|  | * Child care center
* Adult care center
* At-risk site
* other
 | * K-5
* K-8
* 6-8
* 9-12
 | * Breakfast
* Lunch
* Afterschool Snack
* Dinner
 |
|  | * Child care center
* Adult care center
* At-risk site
* other
 | * K-5
* K-8
* 6-8
* 9-12
 | * Breakfast
* Lunch
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* Dinner
 |
|  | * Child care center
* Adult care center
* At-risk site
* other
 | * K-5
* K-8
* 6-8
* 9-12
 | * Breakfast
* Lunch
* Afterschool Snack
* Dinner
 |

# EXHIBIT B

**Recipient CACFP School Year Calendar**

# EXHIBIT C

**Vendor SFA School Year Calendar**