

Agreement # _____

FOOD SERVICE CONTRACT WITH A National School Lunch Participating (NSLP) Vendor

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated _____ between _____ hereinafter called the Institution and _____ hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$_____ for the period of _____ to _____ in accordance with the following conditions:
(Month/Date/Year) (Month/Date/Year)

1. Meals, Meal Requirements

A. The Vendor will prepare the following meals: *(Check all that apply)*

Breakfast AM Snack Lunch PM Snack Supper

Including: eating utensils paper service items
 condiments safe transportation containers
 milk other (specify) _____

Meals will be delivered in: unitized bulk form

B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)

C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by _____ of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.

B. The Institution shall notify the Vendor by telephone or in person each day prior to: _____

a.m. or p.m. of the total number of meals needed for:
 that day or the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The Vendor agrees to deposit into the school’s nonprofit food service account, all payments received under this contract. The Vendor also agrees that all expenditures made by the school in connection with this agreement shall be paid from such account. The school’s food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP. When a school district is the Vendor, the price charged per meal to the Institution must not include the value of commodities.)

5. Meal Charges

- A. Each meal shall be priced separately at the following prices:

	Children	Adults
Breakfast	_____	_____
Lunch/Supper	_____	_____
Supplement (Snack)	_____	_____
Other (Specify)	_____	_____

- B. The Vendor shall bill the Institution each month by the _____ of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Vendor

Institution

Signature

Signature

Title

Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:	Date:
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Send To: Michigan Department of Education
Office of School Support Services
Child and Adult Care Food Program
P.O. Box 30008
Lansing, MI 48909

WRITING YOUR OWN VENDOR CONTRACT

If you choose to write your own Vendor Contract, it must include the following:

1. The Institution shall provide the Vendor with a list of approved CACFP sites under its sponsorship and shall update the list as needed;
2. The Vendor shall maintain such records (supported by invoices, receipts, or other evidence) as the Institution will need to meet its CACFP record keeping responsibilities and the Vendor shall report this data to the Institution promptly at the end of each month;
3. The Vendor shall have state or local health certification and shall ensure that all health and sanitation requirements are met at all times;
4. The books and records of the Vendor pertaining to the Institution's feeding operation shall be available for a period of three years from the date of submission for the final Claim for Reimbursement for inspection and audit by representatives of the Child and Adult Care Food Program of the Michigan Department of Education, the U. S. Department of Agriculture and the U. S. General Accounting Office at any reasonable time and place;
5. The requirements of meals as listed in the Institution's current CACFP Agreement and listed in this contract shall be met for all meals;
6. Unitized meals or meal components shall be delivered in accordance with a delivery schedule prescribed in the contract. The Vendor is liable for meals delivered outside the agreed upon delivery time;
7. Increases and decreases in the number of meal orders may be made by the Institution daily within a period of prior notice mutually agreed upon;
8. No payment shall be made for meals that do not meet the meal pattern requirements as specified in the contract;
9. Menus meeting the meal requirements specified in the Institution's CACFP Agreement shall be an integral part of each contract;
10. List of sites to be serviced by Vendor;
11. Menu cycle to be used;
12. Remedies for non-performance shall be stipulated in each contract;
13. If the vendor will be providing food to be kept on hand for emergency use, the vendor will indicate whether the food will be billed at a bulk rate or a "per meal" rate. The price per meal or bulk food rates will be stated in the contract.
14. The Vendor agrees to deposit into the school's nonprofit food service account, all payments received under this contract. The Vendor also agrees that all expenditures made by the school in connection with this agreement shall be paid from such account. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP. When a school district is the Vendor, the price charged per meal to the Institution must not include the value of commodities.)