Sponsor Agreement #

**Vended Meal Agreement with**

**A Non-National School Lunch Program (Non-NSLP) Vendor**

Child and Adult Care Food Program (CACFP) participants purchasing meals/snacks from another **department/program within their organization**.

1. **Intent**This solicitation is for entering into an agreement to purchase vended meals for **insert Name of Sponsor,** hereinafter referred to as the Sponsor. The party preparing meals, **insert Name of Vendor**, will be referred to as the Vendor as the agreement will be between theVendor and the Sponsor.
2. **Meals, Meal Requirements**
3. The Vendor will prepare the following meals: **breakfast, AM snack, lunch, PM snack, and supper** (**delete which meals do not apply**), including **warmers, coolers, eating utensils, paper service items, condiments** (**delete what does not apply**), and provide safe transportation containers.

The Vendor will deliver meals in **unitized or bulk** (**delete which one does not apply**) form.

Refer to ***Site Listing***for sites and addresses requiring meals and the number of servings and serving days. (**If preferred, add On-site locations, add license number here)**

1. All meals provided shall conform with the U.S. Department of Agriculture's minimum meal requirements for those meals and the age group served. (See attached Food Specifications.)
2. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in the agreement or are spoiled or unwholesome at the delivery time. The Sponsor shall not pay for such meals.
3. **Meal Charges**

Each meal type is priced separately:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Meal Type | Estimated Servings Per Day | Estimated **Annual** Number of Serving Days | Price perMeal | TotalPrice |
| Breakfast |  |  | $ | $ |
| Lunch/Supper |  |  | $ | $ |
| Supplement (Snack) |  |  | $ | $ |
| Other (Specify) |  |  | $ | $ |
| **TOTAL** |  |  |  | $ |

**D. Delivery, Ordering, and Payment**

1. Delivery of meals will be made to the Sponsor's dining site(s) or ready for pick-up by **insert time AM/PM** of each day’s food. The Vendor is liable for meals delivered outside of the agreed-upon delivery time.
2. The Sponsor shall notify the Vendor by telephone or in-person each day before **insert time AM/PM** of the total number of meals needed for that day and or the following day.
3. The Vendor shall, monthly, invoice the Sponsor. The Vendor shall bill the Sponsor each month by the **insert number** of the month following the delivery of meals.
4. The Vendor shall receive a fixed price per meal for **breakfast, lunch, and or supper** (**delete that which does not apply**).
5. The Vendor shall receive a fixed price per unit for each reimbursable snack served in the Child and Adult Care Food Program. (**delete if this does not apply**)
6. **Health & Sanitation**

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

1. **Recordkeeping**
2. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared, delivered daily menu records, and delivery receipts. The Vendor must maintain all records for three years after the end of the fiscal year or until the final resolution of outstanding audits or claims. The Vendor must submit delivery reports and invoices to the Sponsor at least monthly.
3. 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.
4. **Terms and Termination**
5. This agreement shall be for one year, effective **October 1, insert year**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last and ending on **September 30, insert year.**

In no event shall the agreement become effective without the prior approval of the MDE.

1. The Sponsor or the Vendor may terminate the agreement with or without cause by giving sixty (60) days written notice.
2. **Non-Performance by Vendor**

For meals that do not meet the CACFP meal requirements, the Sponsor shall procure meals and charge the Vendor to procure the meals. If the Vendor fails to deliver any of the meals according to the agreement terms, the Sponsor shall procure the meals from another source. The Sponsor will charge the Vendor the costs of replacing these meals.

**AGREEMENT PAGE**

This Vendor certifies that they shall follow all applicable State and Federal laws and regulations.

This agreement and attachments, with addenda, if any, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law.

This agreement shall be in effect for one year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement signed by their duly authorized representative on this day and year.

**ATTEST: SPONSOR:**

Signature of Witness for Sponsor Signature of Sponsor Representative

 Name

 Title

 Date

**ATTEST: VENDED MEAL COMPANY:**

Signature of Witness for Vendor Signature of Company Representative

 Name

 Title

 Date

**Sponsors are responsible for assuring compliance with all applicable CACFP Regulations.**