

### CACFP Vended Meal Agreement

Child and Adult Care Food Program (CACFP) Sponsors may purchase meals/snacks from a non-commercial vendor. Non-commercial vendors include school food authorities or another department within the CACFP Sponsor’s organization.

#### A. Intent

This solicitation is for the purpose of entering into an agreement for the purchase of vended meals for County of Genesee, referred to as the Sponsor. The party preparing meals, Kearsley Community Schools, will be referred to as the Vendor, and the agreement will be between the Sponsor and Vendor.

#### B. Meals, Meal Requirements

1. All meals provided shall conform with the U.S. Department of Agriculture's requirements for those meals and the age groups served. (7 CFR 226.20) The [CACFP meal patterns](#) can be found on the USDA website.
2. The Vendor will prepare the following meals: **breakfast, lunch, PM snack**, including **eating utensils, paper service items, condiments**, and provide safe transportation containers.

Meals will be delivered in **bulk** form. Milk **will** be provided by the Vendor.

The Vendor will provide meals for the following site(s):

Site Name	Address	License Number	CACFP Meal Pattern(s) to be Serve
Kearsley Head Start	4235 Crosby Rd., Flint MI 48506	DC250314340	B,L,S Ages 1-5

3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in this agreement or are spoiled or unwholesome at the delivery time. The Sponsor shall not pay for such meals.
4. The Vendor shall make meal modifications and variations in reimbursable meals and snacks, including substitutions, for children with disabilities when their disability restricts their diet, and they are unable to consume meals and snacks because of medical or other special dietary needs. The Vendor shall also make variations for meals, snacks, and fluid milk substitutions for non-disability reasons. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the USDA Food and Nutrition Service. Such statement shall, in the case of a child with a disability, be signed by state licensed Physician (MD or DO), Physician Assistant (PA), an Advanced Practice Care Nurse (such as a Nurse Practitioner NP) or Registered Dietitian Nutritionist (RD or RDN) or, in the case of a non-disabled child or adult participant, be signed by a parent or guardian. There will be no additional charge to the participant for such substitutions. [7 CFR 226.20 (g)]

#### C. Meal Charges – Ages 1-2 and Ages 3-5

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal	Total Price
Breakfast	40 hs/16 ehs	174 hs/229 ehs	\$2.46	\$26,135.04
Lunch/Supper	40 hs/16 ehs	174 hs/229 ehs	\$4.91	\$52,163.84
Lunch/Supper (adult)	10 hs/6 ehs	174 hs/229 ehs	\$4.91	\$15,289.74
Snack	40 hs/16 ehs	174 hs/229 ehs	\$1.26	\$13,386.24
Other (Specify)				
<b>TOTAL</b>				<b>\$106,974.86</b>

#### **D. Special Dietary Needs**

The Sponsor and Vendor must agree on how charges are assessed for special dietary needs. Prices are the same as chart above.

#### **E. Delivery, Ordering, and Payment**

1. Delivery of meals to be served will be made to the Sponsor's dining site(s) or ready for pick-up by 10:40 a.m. for each day. 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 9:00 a.m. of the total number of meals needed for that day and/or the following day.
3. The Vendor shall invoice the Sponsor monthly, using the 10th of the month following the delivery of meals.
4. The Vendor shall receive a fixed price per meal for **breakfast, lunch.**
5. The Vendor shall receive a fixed price per unit for each reimbursable snack served in the Child and Adult Care Food Program.

#### **F. Health and 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.

#### **G. Recordkeeping**

1. 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 no less often than monthly.
2. 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.

#### **H. Terms and Termination**

1. This agreement shall be for **one-year**, effective **September 1, 2025**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last, and ending on **August 31, 2026**.

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

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving 60 days' written notice.

#### **I. 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 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**

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

This Vendor certifies that they shall operate per all applicable State and Federal laws and regulations. This agreement, attachments, and the Vendor's proposal, 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 to be signed by their duly authorized representative on this day and year.

**ATTEST:**

\_\_\_\_\_  
Signature of Witness for Sponsor

**SPONSOR:**

\_\_\_\_\_  
Signature of Sponsor Representative

Delrico Loyd  
Name

Chairperson, Genesee County  
Title

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature of Witness for Vendor

**VENDED MEAL COMPANY:**

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date