



Child & Adult Care Food Program

Annual Food Service Management Contract or Vended Meal Agreement

For use by CACFP Sponsors vending or purchasing meals
FY2021

*Child Nutrition Programs
Finance & Support Services
PO Box 110500
Juneau, Alaska 99811-0500
Phone (907) 465-8711
Fax (907) 465-8910*

Check only one:

- Both Purchaser and Vendor are Child Nutrition Program (CNP) Sponsors
 Purchaser is a CNP Sponsor; Vendor is **not** a CNP Sponsor

This agreement/contract is for the purpose of providing meals for children enrolled in the Sponsor's Child and Adult Care Food Program. This Agreement provides the minimum obligations and responsibilities of the parties to this agreement.

This agreement/contract is made and entered into by and between:

<u>Information</u>	<u>Purchaser (CACFP Sponsor)</u>	<u>Food Service Management Company/Vendor (Seller)</u>
Name:	<u>Tlingit & Haida Head Start</u>	<u>Craig Community Schools</u>
Address:	<u>9095 Glacier Hwy</u>	<u>P.O. Box 800, 100 School Dr.</u>
City, State, Zip:	<u>Juneau, AK 99801</u>	<u>Craig, AK 99921</u>
Phone Number:	<u>(907)463-7127</u>	<u>(907)826-3274</u>
Contact Person:		

This agreement/contract shall be effective for a period of one year beginning August 24, 2021
and ending May 31, 2022.

The terms and conditions of this agreement/contract are as follows:

- Meals prepared under this contract by the Vendor must comply with the meal patterns and components as required in 7CFR 226.20 as noted in [7CFR 226.6(i)(10)]. CACFP meal pattern attached to the contract for specific meals being purchased. The Vendor shall operate in accordance with current Program regulations [7CFR 226.6(i)(6)].
- The Vendor agrees to supply the following number of meal(s) to the Purchaser at the following location(s) at these delivery or pick-up times [7CFR 226.6(i)(8)]:

Meal Type(s)	Number of Meals	Location	Delivery Time Period	Pick-up Time(s)
Breakfast	2,680	Craig Elementary	8:15 am	
Lunch	2,680	Craig Elementary	11:40am	
Adult Breakfast	402	Craig Elementary	8:15 am	
Adult Lunch	402	Craig Elementary	11:40am	

The Purchaser shall ensure that a representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect and sign for the requested number of meals. The individual will verify the temperature, quality, and quantity of each meal delivery. The Purchaser assures the Vendor

that this individual will be trained and knowledgeable in the record keeping and meal requirements of the CACFP and with local health safety codes.

3. Unit price per meal to be paid by the Purchaser to the Vendor:

Breakfast: \$1.50 /Adult \$2.50 Lunch: \$2.50 /Adult \$5.00 Snack: \$ _____
Supper: \$ _____ Milk: \$ _____

4. The total projected agreement/contract amount for the year: \$13,735.00.

5. The Purchaser must advise the Vendor of increases/decreases of required meals not later than 9 am Monday every week (a.m. daily or weekly) [7CFR 226.6 (i)(9)].

6. The Vendor must have Federal, State or local health certification for the facility in which the meals are prepared for the Purchaser. The Vendor must insure that the health and sanitation requirements are met at all times [7CFR 226.6 (i) (3)]. The Vendor shall provide the Purchaser with a copy of current health certifications for the food service facility in which it prepares meals for CACFP and a copy of the Certified Food Protection Manager certification for the staff, per State of Alaska Department of Environmental Conservation or Municipality of Anchorage regulations. The Vendor also agrees to notify the Purchaser of the results of any health inspection that is made during the duration of this Agreement.

7. Menu Preparation and Approval:

The Vendor must provide the Purchaser, for approval, a proposed 4 week cycle menu for the operational period, at least 5 business days prior to the beginning of the period to which the menu applies.

Or

The Purchaser must provide the Vendor a proposed _____ day cycle menu for the operational period, at least _____ business days prior to the beginning of the period to which the menu applies.

Any changes to the menu made after the Purchaser approval must be agreed upon by the Purchaser and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties. However, the Vendor shall adjust the menus at the request of the Sponsor whenever the Sponsor determines certain items to be unacceptable. Such items can be determined to be unacceptable because of 1) monotonous diet resulting from items served frequently or similarity to other items; 2) the nutritional needs of the students; 3) susceptibility to spoilage; and 4) excessive waste resulting from unpopularity of items with children. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than 3 after request except that in the case of spoilage is discovered shall receive acceptable meals meeting meal pattern requirements. [7CFR 226.6 (i) (4)].

8. Meals that are delivered in family style bowls will be measured by the Vendor. For meals delivered to child care centers, the state agency may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the state agency has the evidence which indicates that this requirement is necessary to ensure compliance with 7CFR 226.20. [7CFR 226.6(i)(11)].

9. The Vendor may not sub-contract any portion of this agreement/contract.

10. The Vendor must maintain all records supported by invoices, receipts or other evidence the Purchaser may need to meet their responsibilities [7CFR 226.6(i)(2)]. Recipes, nutrition facts labels, and any necessary child nutrition (CN) labels or product specification sheets related to the menus served; Vendors must use standardized recipes. On a daily basis, an accurate count of the number of meals, by

meal type, prepared for and delivered to the Purchaser. Meal count documentation must include the number of meals requested by the Purchaser in writing.

11. The Purchaser will not pay for meals that are delivered outside of the agreed upon delivery time, are spoiled, or unwholesome, at the time of delivery, or do not otherwise meet the meal requirements contained in the contract [7CFR 226.6(i)(7) and 7CFR 225.6(i)(8)]. The Purchaser shall be responsible for informing the Vendor of its reason for determining that a meal is unacceptable in writing within forty-eight (48) hours.
12. The Vendor will present an invoice and delivery receipts within (#) 5 working days following the end of the preceding month for meals delivered (no less frequently than monthly) [7CFR 226.6(i)(2)]. The Purchaser will submit payment to the Vendor within (#) 10 days of receipt of the invoice (#Purchaser/Vendor complete). The Purchaser shall notify the Vendor within (#) 5 days of receipt of any discrepancy in the invoice.

The Purchaser shall pay the Vendor for all meals delivered in accordance with the Agreement. Neither EED/CNP, nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Vendor and the number of meals served by the Purchaser that are eligible for reimbursement. In addition, neither EED/CNP, nor USDA will be responsible for resolving issues of partial or non-payment per the terms of this agreement.

13. The books and records pertaining to the Vendor's and Purchaser's food service operation shall be available for inspection and/or audit by representatives of the State Agency; USDA, Food and Nutrition Service; the U. S. General Accounting Office; USDA, Office of the Inspector General; at any reasonable time and place. These records must be retained for a period of three years from the date of receipt of final payment under this contract, or in cases where an audit remains unresolved, until such time as the audit is resolved [7CFR 226.6 (i) (5)].
14. Both Vendor and Purchaser must follow USDA's non-discrimination policies. Vendor or Purchaser shall not illegally discriminate in either the provision of services, or in employment, against any person because of color, age, sex, race, disability and national origin. Vendor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non discrimination, affirmative action and equal employment opportunity.

Assurance:

“The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill 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.”

“By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

Agreements, contracts and subcontracts of amounts in excess of \$150,000 shall comply with all applicable standards, orders, or requirements issued under section 305 of the Clean Air Act (42 U.S.C. 1837(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive order 11738, and Environmental Protection Agency regulations (40 CFR part 15) [7CFR 225.22(1)(6)]. Purchases not exceeding applicable small purchase threshold needs minimum of three price quotes.

If this agreement/contract is for an outside-school-hours facility, the meals must be unitized, with or without milk, unless the State Agency determines that unitization would impair the effectiveness of the food service operations [7CFR 226.6 (i) (11)].

Additional inclusion must be attached to this agreement.

This agreement/contract may be terminated by either party upon submission to the other party of written notice at least 30 days prior to the date of termination. A copy of the termination letter must be sent to the State Agency.

Certification

I certify, by submission of this vended meal agreement, that the vendor (seller) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department or agency. If I am unable to certify I will submit an explanation to the Purchaser (CACFP Sponsor).

Purchaser (CACFP Sponsor)

Craig City School District

Vendor (Seller)

Name of Signatory (please print)

Chris Redan

Name of Signatory (please print)

Signature

[Signature]

Signature

Date

6/17/2021

Date

Signed contract/agreement is due to Child Nutrition Programs (CNP) **prior to contract start date.** Program reimbursements will not be paid for any meals/snacks that occur prior to signature of both parties.

Submit contract/agreement by e-mail to: Ann-Marie Martin (annmarie.martin@alaska.gov)