

Vended Meal Agreement with A National School Lunch Program (NSLP) Vendor

Child and Adult Care Food Program (CACFP) Sponsors purchasing meals/snacks from a National School Lunch Program (School Food Authority) Vendor.

A. Intent

This solicitation is for entering into an agreement to purchase vended meals for **Flowers Early Learning Head Start & Early Head Start**, referred to as the Sponsor. The party preparing meals, **New Buffalo Area Schools**, referred to as the Vendor, as the agreement will be between the Vendor and the Sponsor.

B. Meals, Meal Requirements

1. The Vendor will prepare the following meals: **breakfast, lunch and PM snack**, 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 sites:

New Buffalo Head Start: DC110400925

New Buffalo Early Head Start: DC110400925

2. All meals provided shall conform with the U.S. Department of Agriculture's minimum meal requirements for those meals and the age group served.
3. 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.

C. Meal Charges

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal (Completed by Vendor)	Total Price
Breakfast	60	140	\$ 1.75	\$ 14,700.00
Lunch/Supper	60	140	\$ 4.00	\$ 33,600.00
Snack	60	140	\$ 1.00	\$ 8,400.00
Other (Specify)	XX	XXX	\$ XXX	\$ XXX
TOTAL	60	140	\$ 6.75	\$ 55,700.00

D. Delivery, Ordering, and Payment

1. The vendor should have food **ready for pick up by 10:45 a.m.** each day that is scheduled. The sponsor will be liable for pick-up of the food at the vendor's site.
2. The Sponsor shall notify the Vendor by telephone, text, email, or in-person each day before **8:30 AM** 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 **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.

E. 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.

F. 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.

G. Terms and Termination

1. This agreement shall be for **an 8 month period**, effective **September 3, 2025**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last, and ending on **May 28, 2026**.

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

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

H. 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.

I. No Food Service Days – Sponsor is responsible for providing food on the following dates:

September 2

October 9

November 20

January 15

March 5 and 6

April 6

May 1

May 4

J. Milk Cooler provided by Vendor to hold milk and additional food components.

If and when contract is cancelled, Sponsor will return cooler to Vendor.

K. Vendor will provide food substitutions for allergies. Vendor is not an allergen free institution. (nut, dairy, egg or wheat free institution) Non-Dairy milk will be purchased by the Sponsor as needed.

AGREEMENT PAGE

This Vendor certified 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

Name

Title

Date

ATTEST:

Signature of Witness for Vendor

VENDED MEAL COMPANY:

Signature of Company Representative

Name

Title

Date

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