Hawaii Child Nutrition Programs summer food service program

 7 cfr part 225 (Updated 1/18)

 **VENDED MEALS/FOOD SERVICE MANAGEMENT COMPANY CONTRACT**

# INSTRUCTIONS FOR USE

The attached Vended Meal/Food Service Management Company Contract is to be used when a Summer Food Service Program (SFSP) sponsoring agency enters into an agreement with a food service vendor for the preparation, delivery and/or pick up of unitized meals with or without milk or juice which will be claimed for reimbursement under the SFSP.

This contract may be used by sponsors which are public entities, sponsors with exclusive year-round contracts\* with a food service vendor for meal service(s) other than SFSP, and sponsors whose food service vending costs do not exceed an annual aggregate value of $150,000. If the annual aggregate value of the food service contract is $150,000\*\* or more, formal bid contracting procedures as outlined in 2 CFR Part 200 are required. An agreement with a school food authority does not require the bid process. If the contract warrants a formal bid, please contact the Hawaii Child Nutrition Program (State agency) to request the Invitation for Bid (IFB) guidelines.

This contract must be signed by both sponsor and FSMC/vendor. This contract contains the requirements outlined in the federal regulations. No deletions of clauses or items will be allowed without the approval of the State agency (SA). Additional clauses may be added to bring the agreement into conformance with applicable State or local laws governing your agency. Also, additional clauses may be added by either the sponsor or the vendor, if approved by the SA.

 The SFSP meal pattern must be used for all purchased meals. Snacks must meet the SFSP meal pattern.

If you are a public sponsor, you are allowed to use your customary form of contract or agreement, if that form incorporates all the provisions set forth in 2 CFR Part 200 of the federal regulations. A request to use your customary form of contract or agreement must be submitted in writing to the SA prior to the signing of a contact/agreement.

This contract is valid from the date of signature until the end of the federal fiscal year, September 30. A new contract must be entered into annually. **A copy** of each annual contract must be submitted to the SA for review **prior** to beginning SFSP operations. The completed contract and all amendments must be retained by both the SFSP sponsor and the vendor.

If you have any questions regarding the use of this contract or need clarification of the regulatory requirements for contracting, please contact Hawaii Child Nutrition Programs, 808-587-3600.

*\*If the exclusive contract is with a commercial food service vendor, documentation must be on file that the contracting procedure met the requirements for fair and open competition.*

*\*\*The threshold is $150,000 for nonprofit agencies with the option to use their own threshold if it is less than $150,000. Public agencies must use the lower of the State, local, or Federal $150,000 threshold. .*

HAWAII CHILD NUTRITION PROGRAMS summer food service program

 7 cfr part 225

**VENDED MEAL/FOOD SERVICE MANAGEMENT COMPANY CONTRACT**

**between a summer food service program sponsor and a food service entity**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| This contract is entered into on |  |  |  |  |  | by and between |
|  | (Day) |  | (Month) |  | (Year) |  |
|  |  |  |  |  |  |  |
| **SPONSOR:** | , | **VENDOR/FSMC:**  |
| Address  |  | Address: |
|  | , |   |
|   |  |  |
| **Whereas**, | it is not within the capability of the sponsor to prepare specified meals under the Summer Food Service Program (SFSP); and |
|  |  |
| **Whereas**, | the facilities and capabilities of the vendor are adequate to prepare and deliver specified meals to the sponsor's facility(ies); and |
|  |  |
| **Whereas**, | the vendor/FSMC is willing to provide such services to the sponsor on a cost fixed fee basis; |
|  |  |
| **Therefore**, | both parties hereto agree as follows: |
|  |  |
| **The Vendor/FMSC agrees to:** |  |
|  |  |
| 1. | Prepare unitized meals for***delivery/pick up\**  *inclusive*** or ***exclusive \*\**** of milk or juice each day, in accordance with the number of meals requested and at the cost(s) per meal listed below: |
|  | DELIVERY DAYS:  |  |  |  |  |
|  |   |   |   |   |   |
|  | Breakfast | $ |  | each | Lunch | $ |  | each |
|  |  |  |  |  |  |  |  |  |
|  | Supplement/snack | $ |  | each | Supper | $ |  | each |
|  |  |  |  |  |  |  |  |  |
| 2. | Assure that all meals served will meet the requirements of 7 CFR 225.16. |
|  |  |
| 3. | Provide the sponsor, for approval, a proposed cycle menu for the operational period, at least days prior to the beginning of the period to which the menu applies. Any changes to the menu made after agency approval must be agreed upon by the sponsor, approved by Hawaii Child Nutrition Programs (State Agency) and documented on the menu records. |
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| 4.  | Package and deliver meals in containers that meet local health standards. Upon request, provide meals for periodic inspection to determine bacteria levels. Results shall be submitted to Sponsor and State agency. |
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| 5. | Serve meals which conform to the cycle menu, meal quality standards and food specifications approved by the State agency and upon which the bid was based. |
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| 6. | Maintain full and accurate records which document: (1) the menus provided to the sponsor during the term of this agreement, and (2) a listing of all components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture (USDA) Food Buying Guide when calculating and recording the quantity of food prepared for each meal. Provide sponsor with copies of production records on a monthly basis. |
|  |  |
| 7. | Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the vendor, of the meal components and quantities itemized in the meal preparation records. |
|  |  |
| 8. | Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to/picked up by the sponsor. Meal count documentation must include the number of meals requested by the sponsor. |  |
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| 9. | Allow the sponsor to increase or decrease the number of meal orders, as needed, when the request is made within \* of the scheduled delivery time. |
|  | *\*Circle either pick up, or delivery; or circle both pick up and delivery if this agreement is for a combination for more than one site.* |
|  | *\*\*Circle whether the vendor is to "include" or "Include" milk and juice with the meal* |
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| 10. | Present to the sponsor an invoice accompanied by reports no later than the day of each month, which itemizes the previous month's delivery. The vendor agrees to forfeit payment for meals which are not ready within one (1) hour 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 this agreement. In cases of nonperformance or noncompliance on the part of the vendor, the vendor shall pay the sponsor for any excess costs the agency incurs by obtaining meals from another source. |
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| 11. | Provide the sponsor with a copy of current health certifications for the food service facility in which it prepares meals for the SFSP. Ensure that health and sanitation requirements are met at all times. |
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| 12. | Comply with the appropriate bonding requirements set forth in 7 CFR 225.15(k)(5)-(7) |
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| 13. | Operate in accordance with current SFSP regulations. Comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable. 7 CFR 225 |
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| 14. | Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress). If audit or investigation findings have not been resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved. Upon request make all accounts and records pertaining to the agreement available to the certified public accountant hired by the sponsor, representatives of the State Agency, USDA, and the United States Government Accountability Office for audits or administrative reviews at a reasonable time and place. |
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| 15. | Not subcontract for the total meal, with or without milk, or for the assembly of the meal. |
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| 16. | Be paid by the sponsor for all meals delivered/picked up in accordance with the agreement. Neither the State Agency nor USDA will assume any liability for payment of differences between the number of meals prepared for delivery and/or pick up by the vendor and the number of meals served by the sponsor that are eligible for reimbursement. |
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| **The Sponsor agrees to:** |  |
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| 1. | Provide to the vendor a list of State Agency approved food service sites, along with the approved number of meals that may be claimed for reimbursement for each site, and notify the vendor of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved meals. Such notification shall be provided within \_\_\_\_\_\_\_\_\_\_\_\_\_days.  |
|  |  |
| 2. | Request by telephone no later than , an accurate number of meals to be delivered/ picked up by the sponsor each day. Notify the vendor of necessary increases or decreases in the number of meal orders within \* hours of the scheduled delivery/pick up time. Errors in meal order counts made by the agency shall be the responsibility of the sponsor. |
|  |  |
| 3. | Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the vendor (if applicable) no later than . |
| 4.\*\*\* | Notify the vendor within days of receipt of the next month's proposed cycle menu, of any changes, additions or deletions. |
|  |  |
| 5. | Provide the vendor with a copy of 7 CFR Part 225.16; the SFSP Meal Pattern, Schedule B; the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the SFSP. The sponsor will, within 24 hours of receipt from the State Agency, advise the vendor of any changes in the food service requirements. |
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| 6. | Pay the vendor by the day of each month the full amount as presented on the monthly-itemized invoice. Notify the vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the vendor for all meals delivered/picked up in accordance with the contract. Neither the State Agency nor USDA will assume any liability for payment of the difference between the number of meals prepared, picked up by the sponsor or delivered by the vendor and the number of meals served by the sponsor that are eligible for reimbursement. |
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| **Terms of the Contract:** |  |
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| **This contract will take effect commencing** |  | **and shall end** |  |
| **but no later than September 30. It may be terminated by notification given by either party with at least 30 days notice prior to the date of termination. The sponsor shall have the option to cancel this contract if the federal government withdraws funds to support the SFSP. It is further understood that, in the event of cancellation of the contract, the sponsor shall be responsible for meals that have already been assembled, delivered/picked up in accordance with this agreement.**  |
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| **In witness whereof, the parties hereto have executed this contract as of the dates indicated below:** |
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| **VENDOR OFFICIAL SIGNATURE** |  | **SPONSOR OFFICIAL SIGNATURE** |
|  |  |  |
| **VENDOR OFFICIAL NAME (PLEASE TYPE)** |  | **SPONSOR OFFICIAL NAME (PLEASE TYPE)** |
|  |  |  |
|  |  |  |
| **(TITLE)** |  | **(TITLE)** |
|  |  |  |
|  |  |  |
| **TELEPHONE** |  | **TELEPHONE** |
|  |  |  |
|  |  |  |
| **DATE** |  | **DATE** |