

## **School Nutrition Programs (SNP) Vended Meals Agreement**

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### **General Information:**

1. **This agreement is for a School Food Authority (SFA) that participates in the USDA (United States Department of Agriculture) School Nutrition Programs (SNP) to obtain reimbursable SNP meals from a vendor.**
2. Competitive quotes are required when SNP meals cannot be obtained from another SFA. This vendor was found to be the most advantageous for the SFA's meal service program.
3. This Agreement is entered into by and between SFA Sponsor, St. John Paul II Catholic School, which is referred to as the "Sponsor", and the SFA Vendor, CCSD, which is referred to as the "Vendor".
4. **Scope of Work:** The Vendor will supply meals to the Sponsor that will comply with the nutrition standards established by the United States Department of Agriculture (USDA) Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by USDA. The vendor will prepare meals at a site that maintains the appropriate state and local health certifications for the facility and will package and deliver these meals in accordance with the appropriate food safety guidelines. Or will package and the Sponsor will pick-up meals in accordance with the appropriate food safety guidelines.
5. Meal charges are based on the Vendor recouping at least the estimated full costs of providing the meals. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods. Please take into consideration who is providing milk and other items to be provided by Vendor such as paper supplies and condiments.
6. Sponsor means the school food authority that will receive the meals and claim the meals for SNP reimbursement under the SFA's agreement with the Wyoming Department of Education (WDE) Child Nutrition Section.
7. **Agreement Period:** The initial agreement period shall be August 22, 2023 to May 23, 2024. Both parties agree to enter into this Agreement for a one (1) year period with the option to renew the Agreement for up to four (4) additional one (1) year periods by mutual agreement of the Sponsor and Vendor. Renewal shall be based on customer satisfaction with products, service, and price.
8. Prices shall remain fixed for the duration of each Agreement Period. Changes in per meal price may be considered by the Sponsor and Vendor at the time of renewal. New prices may be negotiated each year as based on the option to renew and a new agreement established. Any proposed per meal price changes must be accompanied by documentation to support such an increase.
9. **USDA Foods:** The Sponsor's USDA Foods entitlement will be diverted from Sponsor to Vendor. It is Sponsor's responsibility to pay for all costs associated with the USDA Foods received or allotted to Sponsor. The Vendor shall provide the Sponsor a credit on the appropriate monthly invoice for the value of USDA foods received. **The USDA Foods billing statement from WDE, which details the value of the USDA Foods received, will be used as the value for all credits.**
10. **Buy American:** SFAs participating in the federal school meal programs are required to purchase domestic products for school meals to the maximum extent practicable. The "Buy American" requirement (7 CFR Part 210.21(d)) specifies that the SFA should purchase domestically produced food and food products. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US. Federal regulations require that all foods purchased for Child Nutrition Programs be of domestic origin to the maximum extent practicable.
  - a. The Vendor will affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule by signing this Agreement.
11. All blank areas must be completed and service cannot begin until Agreement is signed and dated by both parties.

12. Sponsor will maintain overall responsibility for administration of the food service, in accordance with SNP regulation and policies. Sponsor will:
- Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement with WDE.
  - Monitor vended meals to ensure they conform with SNP regulations.**
  - Maintain all applicable health certifications.
13. A copy of the signed Vended Meals Agreement (with any attachments) must be provided to the Wyoming Department of Education (WDE) Child Nutrition Programs Sections as part of the School Nutrition Programs renewal or application. **WDE must approve Agreement prior to signatures.**

**SFA SPONSOR DATA**

Name of SFA SPONSOR: St John Paul II	State Agreement Number:
Address: 1000 Butler Spaeth Rd	Sponsor Contact Name: Kandis Ford Phone Number: 307.686.4114 E-Mail Address: k.ford@stjpiics.org
Amount of Total Projected Annual Agreement Purchases: \$	Agreement Start and End Dates: August 22, 2023 to May 23, 2024

**SFA VENDOR DATA**

Name of SFA Vendor: CCSD	Primary Contact Name: Bryan Young Phone Number: 307-689-6964 E-Mail Address:
Address: 1000 Camel Drive	Secondary Contact Name: Phone Number: E-Mail Address:

**MEAL REQUIREMENTS**


Site Name*: St John Paul II Catholic School	Site Contact: Kandis Ford Site Address: 1000 Butler Spaeth Rd Site Phone Number: 686.4114

\*Sponsors with more than one vended site should attach a separate listing of sites and delivery times.

	ESTIMATED NUMBER OF MEALS/DAY	DELIVERY TIME	MEAL PRICE	MILK INCLUDED	MILK PRICE**
Breakfast			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
Lunch	80	8am	\$ 3.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$
After School Snack			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
Adult Breakfast			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
Adult Lunch	4		\$ 4.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$

**\*\*Only include a milk price if milk is not included in the meal price**

**ACCEPTANCE OF MEAL REQUIREMENTS AND TERMS OF AGREEMENT**

SFA VENDOR REPRESENTATIVE	SFA SPONSOR REPRESENTATIVE
_____ Signature of Vendor Representative	 _____ Signature of Sponsor Representative
_____ Printed Name of Vendor Representative	Vanessa Gemar _____ Printed Name of Sponsor Representative

Date Signed	Date Signed
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**Terms of Agreement**

**Meal and Delivery Requirements**

1. All meals the Vendor provides under this Agreement will conform to the age-appropriate National School Meal Programs reimbursable meal pattern requirements. See Attachment A- Lunch Meal Pattern and Attachment B- Breakfast Meal Pattern.
2. Sponsor will be given monthly menu options. The selection of the entree desired for each day of the month will need to be returned to the Vendor five (5) business days prior to the first serving day of the month (preferably via email).
3. The number and type of meals desired will need to be ordered by 1:00pm one day prior to the scheduled receipt of the meals by contacting the vendor by 9am. Contact Bryan Young, CCSD.
4. All Vendor food deliveries must be handled in accordance with state and/or local health codes and received by the Sponsor at the correct temperatures.
5. The Sponsor shall be responsible for the picking up, transporting, and maintaining the temperatures of the meals from the Vendor's Production kitchen every day.
6. Any substitutions must have received prior approval by the Sponsor, otherwise substitutions will not be billed to the Sponsor.
7. **Substitutions and Modifications for Medical or Special Dietary Needs:** Vendor will substitute or modify food or beverage items as requested by Sponsor for students with medical or special dietary needs as specified by Sponsor. Sponsor is responsible to obtain and maintain any documentation required for Sponsor to claim program reimbursements. If Vendor incurs additional costs for substitutions specified by Sponsor that exceed the regular meal payments, Vendor may request reimbursement from Sponsor for the additional costs. Neither Sponsor nor Vendor may charge any additional amounts to students who qualify for substitutions. Sponsor and Vendor shall adhere to all USDA guidelines and guidance in regards to Special Diets.
8. The vendor shall not be paid for unauthorized menus, incomplete meals, meals that do not comply with the USDA SNP meal pattern requirements, meals not delivered/ready for pick-up within the specified time period, meals that include unapproved substitutions, meals rejected because they do not comply with temperature requirements, or meals with foods that are substandard in quality or show signs of spoilage. The vendor is responsible for any costs the Sponsor may incur as a result of replacing these meals.
9. The vendor (CCSD) shall provide an invoice at the end of each month, this will be paid by St. John Paul II Catholic School. The invoice from CCSD, will include meal delivery/pick-up stating the date and number of meals delivered/picked-up. Included in the monthly invoice from CCSD, from which St. John Paul II will produce a claim for that specific month. The price per meal for children and adults has increased so as to compensate CCSD for delivery service.
10. Should either the Sponsor or Vendor decide to terminate this agreement for cause or convenience, a sixty (60) day written notice is required.

**Record Keeping Requirements**

1. The Sponsor and Vendor shall maintain required full and accurate records of the Program and retain such records for a period of three years after the date of submission of the final claim for the fiscal year to which they pertain.
2. Vendor agrees to maintain and provide to Sponsor full and accurate records, which are required by the USDA SNP and WDE. Required records include:
  - a. Daily menu records
  - b. A listing of all components of each meal
  - c. Daily quantities of food prepared, by type of meal
  - d. A nutrient analysis of each menu
  - e. Daily number of meals furnished, by type of meal, and grade group.
  - f. Provide the Sponsor with daily production/transport sheets indicating how menu items contribute to USDA SNP meal pattern requirements and supporting documentation (to

include Child Nutrition (CN) labels, product formulation statements, recipes, and nutrition fact labels).

- g. Sponsor to add any other necessary or desired records or meal preparation documentation to be provided by Vendor.
3. The Sponsor and Vendor shall allow access to its Program records and operation documentation to representatives of the WDE, the U.S. Department of Agriculture, or any other duly authorized representatives for review purposes at any time deemed necessary. This access may be either announced or unannounced.

**Inspection of Facility**

1. The Sponsor, WDE, and USDA reserve the right to inspect the Vendor's preparation facility prior to the award and without notice at any time during the period of this agreement, including the right to be present during the preparation and delivery of meals.
2. The vendor's facility must have all required local and state health department inspections and certifications.

**Emergencies**

1. In the event of unforeseen emergency circumstances, the vendor shall immediately notify the Sponsor of the following: (a) the impossibility of on-time delivery/pickup; (b) the circumstance(s) precluding this emergency; and (c) a statement of whether or not future deliveries will be affected.
2. If an emergency situation prevents the Vendor from delivering a meal component as specified on the approved menu or the entire meal, the Vendor shall notify the Sponsor immediately so substitutions can be agreed upon or the Sponsor can make alternative arrangements.

**Other Responsibilities** List all items requested by vendor. Any unwanted responsibilities or requests should be deleted prior to Agreement issuance. Additional responsibilities can be added as appropriate.

- A. Vendor will provide the necessary utensils, straws, and napkins in sufficient quantity for the number of meals ordered.
- B. Vendor shall provide individual condiment packages as needed.
- C. Vendor shall package all meals and transport meals to site referenced above.
- D. Vendor shall provide a per price meal for each type of meal to be provided.
- E. Vendor shall provide a per milk price.
- F. Sponsor agrees to pay vendor within 30 days of billing.