

**SUMMER FOOD SERVICE PROGRAM
VENDOR AGREEMENT TO PROVIDE MEALS/SNACKS**

This agreement is to be used when contracting with a vendor/Food Service Management Company (FSMC) that will be providing meals and the contract is expected not to exceed \$250,000.

This agreement is executed between: _____ and
(Name of Vendor)

(Agency Code) (Name of Summer Food Service Program Sponsor)

Whereas _____
(Name of Vendor)

agrees to operate in accordance with the Summer Food Service Program (SFSP) regulations 7 CFR 225.

(Name of Vendor)

agrees to supply the following meals to the Sponsor's site(s) listed below, or attached list, up to the approved maximum number of meals for each approved meal service.

Site Name/Location	Breakfast	Lunch	Supper	Snack
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Sponsor agrees to provide a list of state agency approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under 7 CFR 225.6(d)(2) to the vendor. The Vendor will be notified 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 level of meal service for a site. The Sponsor will provide the notice to the Vendor within _____ days from the date of changes to sites.

A. These meals/snacks will be provided:

- Unitized (with /without) milk:** This box must be checked unless all food will be provided in non-unitized/bulk quantities as described below.
- Non-Unitized/Bulk:** Vendor will provide non-unitized/bulk quantities, with instructions on the planned portion size for each food component. The sponsor is responsible for obtaining approval of a waiver from the unitized meal requirement on the SFSP Sponsor Application.

B. Meals

- a. All meals served under the Program shall meet the requirements of 7 CFR 225.16. The portion sizes and components for the meals and snacks will be provided in accordance with current meal and snack pattern guidelines established by the United States Department of Agriculture and required under the Summer Food Service Program. Refer to Attachment A for the meal patterns for children ages 1-18 years. Meals provided under this agreement will conform to the cycle menu provided by the sponsor (attached). Meals will meet meal quality standards and food specifications provided by the sponsor. No part of the meal or assembly of the meal may be subcontracted on the part of the vendor.
- b. Vendor will provide meal substitutions for disabled participants who provide a statement from a licensed physician, physician assistant, or advanced practice registered nurse such as a certified nurse practitioner, that they are unable to consume the regular Program meals due to their disability. The

statement must identify how the disability affects the participant's diet, the food or foods to be omitted from the participant's diet, and the food or choices of foods that must be substituted. Sponsor will pay the regular meal charges for meals with substitutions or modifications unless other charges or adjustments are specified.

C. Ordering and Delivery

a. Meals/snacks shall be:

- Delivered by the Vendor
- Picked up by the Sponsor/Site
- Ready for Service (for meals prepared on site)

at _____.
(Specify Time)

b. When meals are transported to the site(s) the: Vendor Sponsor/Site will provide proper containers to maintain safe temperatures of food and milk while in transit. Do not check a box if meals are served at the location where they are prepared.

c. The Vendor will supply _____ meals on the agreed upon days of the week.
(Number)

d. Description of meal order adjustment process.

The meals will be increased or decreased: Daily Weekly As Needed Other - Describe

By: Phone or Email or In Person

D. Meal Charges and Billing

a. The price of meals shall be:

Breakfast	\$	each
Lunch	\$	each
Supper	\$	each
Snack	\$	each

b. A bill including the total number of meals and snacks supplied by type and total charge must be reported to the SFSP Sponsor at the end of each month. Payment is due within 30 days of receipt of the invoice.

c. The Sponsor will not pay the Vendor for meals which 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 for the SFSP in accordance with 7 CRF 225.16.

In cases of nonperformance or noncompliance on the part of the vendor, the vendor shall pay the sponsor for any excess costs which the sponsor may incur by obtaining meals from another source.

The vendor shall be paid by the sponsor for all meals delivered in accordance with the contract. However, neither the USDA nor the state agency assumes any liability for payment of difference between number of meals delivered and the number of meals served by the sponsor that are eligible for reimbursement.

E. Health and Sanitation

- a. The Vendor and Sponsor agree that the facility is adequate to prepare the required number of meals and snacks and has a current federal, state, or local health certification; that State and local health and sanitation requirements will be met; and that periodically the Vendor has an inspection of meal(s) by the local health department or independent agency to determine bacterial levels of foods ensuring levels present conform with standards set by local health authorities. Results of bacterial tests must be sent promptly to the sponsor and state agency.
- b. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

F. Recordkeeping and Availability of Records

- a. Pursuant to the provisions of the Summer Food Service Program Regulations, the Vendor will assure that said meals and snacks meet the minimum requirements for nutritive value and content, and will maintain full and accurate records that the Summer Food Service Program Sponsor will need to meet its responsibility, including the following:
 - Daily menu and daily production records listing the total amount of food prepared, and daily delivery records listing amounts of food supplied. If meals are supplied in bulk (i.e., non-unitized), the vendor must provide the Sponsor with adequate information so to determine portion sizes required to meet the meal pattern requirements.
 - Child Nutrition Labels, Product Formulation Statements, and/or Standardized Recipes to support the contribution combination items make to the SFSP meal pattern requirements.
 - Invoices, receipts or other evidence to support the products purchased for the SFSP meals.

A bill including the total number of meals and snacks supplied by type and total charge must be reported to the Summer Food Service Program Sponsor promptly at the end of each month.

- b. Retain the meal service records specified above for a period of three (3) years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved.
- c. Upon request, make all accounts and records pertaining to the program available to representatives of the State of Wisconsin Department of Public Instruction, United States Department of Agriculture, and the federal General Accounting Office for audit or administrative review at a reasonable time and place.

G. Other Child Nutrition Programs

In the event the vendor is receiving Federal assistance under the Summer Food Service Program, National School Lunch Program, School Breakfast Program, Special Milk Program, or Child and Adult Care Food Program, or is receiving donated commodities, the following paragraph shall be considered a part of this Agreement:

Payments made to the vendor under this Agreement shall be deposited into its non-profit food service account and all expenditures made by the vendor in connection with this Agreement shall be paid from such account.

THIS AGREEMENT shall be effective as of _____ till _____.

It may be terminated by notice in writing given by either party to the other at least thirty (30) days prior to the date of termination. The following parties have executed this Agreement, effective the month, day and year specified above.

(Vendor Representative)

(Summer Food Service Program Authorized Representative)

(Title)

(Title)

(Date)

(Date)

Location of food preparation center(s):

ATTACHMENT A
SFSP Meal Pattern Requirements—Children (Ages 1 to 18)

The meal pattern shall contain, as a minimum, each of the following components in the amounts indicated for the specific age group.

FOOD COMPONENTS	BREAKFAST	LUNCH OR SUPPER	SNACK ¹
Milk			
Milk, fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ³	1 cup (8 fl. oz.) ²
Vegetables and/or Fruits			
Vegetable(s) and/or fruits (s) or Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice.	½ cup ½ cup (4 fl. oz.)	 ¾ cup total ⁴	¾ cup ¾ cup (6 fl. oz.)
Grains and Breads⁵			
Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal or Cooked pasta or noodle product or Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads	1 slice 1 serving ¾ cup or 1 oz. ⁶ ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 oz. ⁶ ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 oz. ⁶ ½ cup ½ cup
Meat and Meat Alternates	(Optional)		
Lean meat or poultry or fish or Cheese or Eggs or Alternate Protein Product ⁷ or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds or Yogurt, plain or sweetened and flavored or An equivalent quantity of any combination of the above meat/meat alternates	1 oz. 1 oz. ½ large egg 1 oz. ¾ cup 2 tbsp. 1 oz. 4 oz. or ½ cup	2 oz. 2 oz. 1 large egg 2 oz. ½ cup 4 tbsp. 1 oz.=50% ⁸ 8 oz. or 1 cup	1 oz. 1 oz. ½ large egg 1 oz. ¾ cup 2 tbsp. 1 oz. 4 oz. or ½ cup

- 1 Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
- 2 Shall be served as a beverage, or on cereal, or use part of it for each purpose.
- 3 Shall be served as a beverage.
- 4 Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- 5 All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.
- 6 Either volume (cup) or weight (ounce) whichever is less.
- 7 Must meet the requirements in Appendix A of the SFSP regulations.

- 8 No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry, or fish.

Appendix A

Alternate Protein Products

A. What are the criteria for alternate protein products used in the Summer Food Service Program?

1. An alternate protein product used in meals planned under the provisions in Sec. 225.16 must meet all of the criteria in this section.
2. An alternate protein product whether used alone or in combination with meat or meat alternate must meet the following criteria:
 - a. The alternate protein product must be processed so that some portion of the non-protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.
 - b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).
 - c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. ("When hydrated or formulated" refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors or any other substances which have been added).
 - d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A. 2. a through c of this appendix.
 - e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.
 - f. For an alternate protein product mix, manufacturers should provide information on:
 - (1) The amount by weight of dry alternate protein product in the package;
 - (2) Hydration instructions; and
 - (3) Instructions on how to combine the mix with meat or other meat alternates.

B. How are alternate protein products used in the Summer Food Service Program?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in Sec. 225.20.
2. The following terms and conditions apply:
 - a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.
 - b. Alternate protein products may be used in the dry form (nonhydrated), partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

C. How are commercially prepared products used in the Summer Food Service Program?

Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate products combined with alternate protein products or use a commercially prepared product that contains only alternate protein products.