



# Illinois State Board of Education

100 North First Street, W-270  
Springfield, Illinois 62777-0001

## Child and Adult Care Food Program (CACFP) SMALL PURCHASE AGREEMENT FOR PROCUREMENT OF VENDED MEALS

### NUTRITION AND WELLNESS PROGRAMS DIVISION

#### GENERAL INFORMATION:

1. Appropriate for CACFP organizations with annual meal purchases **under \$250,000**.
2. This type of contract is established annually and is valid for twelve months.
3. CACFP Organization should follow CACFP Organization Instructions noted on the back of this page.
4. Vendors should read the Vendor Terms of Agreement also found on the back of this page.
5. The blank areas found on the back of this page in the Vendor Terms of Agreement must be completed when the contract is finalized.
6. A copy of the signed **Small Purchase Agreement for Procurement of Vended Meals** should be submitted to the Illinois State Board of Education along with a copy of the vendor's most recent public health inspection report and vendor signed **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction**.

#### CACFP ORGANIZATION DATA

NAME OF CACFP ORGANIZATION	AGREEMENT NUMBER
ADDRESS (Street, City, State, Zip Code)	CACFP ORGANIZATION CONTACT
	TELEPHONE (Include Area Code)
SUM OF VENDED MEALS PURCHASED \$ _____	CONTRACT START AND END DATES

#### VENDOR DATA

NAME OF VENDOR	CONTACT PERSON
ADDRESS (Street, City, State, Zip Code)	TELEPHONE (Include Area Code)

#### MEAL REQUIREMENTS

SITE NAME*	ADDRESS (Street, City, State, Zip Code)
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	NUMBER OF MEALS/DAY	DELIVERY TIME	MEAL PRICES**	MILK INCLUDED	
				YES	NO
<b>Breakfast</b>				<input type="checkbox"/>	<input type="checkbox"/>
<b>Lunch</b>				<input type="checkbox"/>	<input type="checkbox"/>
<b>Supplements</b>				<input type="checkbox"/>	<input type="checkbox"/>
<b>Supper</b>				<input type="checkbox"/>	<input type="checkbox"/>

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

\*\* Meal price will include charges for food, milk (if indicated above), packaging of meals, transportation, individual condiment packages, utensils, napkins, and straws

#### ACCEPTANCE OF MEAL REQUIREMENTS (above) AND TERMS OF AGREEMENT (on back)

VENDOR REPRESENTATIVE	CACFP ORGANIZATION REPRESENTATIVE
_____	_____
<i>Signature of Vendor Representative</i>	<i>Signature of CACFP Organization Representative</i>
_____	_____
<i>Printed Name of Vendor Representative</i>	<i>Printed Name of CACFP Organization Representative</i>
_____	_____
<i>Date Signed</i>	<i>Date Signed</i>

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## **CACFP Organization Instructions**

1. CACFP Organization should create a five-day sample menu for each meal (breakfast, lunch/supper, or supplement) they plan to purchase. This menu should specify an age group and include portion sizes appropriate for that age group. This serves as an example of the types of meals for which prices are being sought.
2. CACFP Organization should contact a representative number of vendors to obtain competitive price quotes. A List of Known Vendors is available by contacting CACFP staff at the Illinois State Board of Education (ISBE).
3. CACFP Organization should send all prospective vendors the same information including:
  - Sample menus for each meal type for which prices are requested which includes food components and portion size required
  - Copy of the CACFP Meal Pattern Chart
  - Number of each type of meals anticipated to be purchased daily
  - Location to which meals are to be delivered
  - A copy of the **Small Purchase Agreement for Procurement of Vended Meals** so the terms of the Agreement are known
  - Final date for receiving a price quotation
4. CACFP Organization must document all information and prices discussed, whether by telephone or in writing.
5. Negotiation of prices and terms with the vendors is permitted.

## **Vendor Terms of Agreement**

### **Meal and Delivery Requirements**

1. All meals the vendor provides under this contract will conform to the age-appropriate CACFP meal pattern requirements and sample menus provided by the CACFP organization.
2. The CACFP organization may increase the number of meals by calling the vendor by \_\_\_\_\_ a.m. or \_\_\_\_\_ p.m.
3. The CACFP organization may decrease the number of meals ordered by giving the vendor \_\_\_\_\_ days notice.
4. Meals are to be received at the center with temperatures for hot food at 140°F or hotter and cold food at 40°F or colder. All food deliveries must be handled in accordance with state and/or local health codes.
5. The vendor shall provide information designating portion sizes for components of meals where appropriate. Example: number of chicken nuggets or amount of spaghetti needed to equal 1½ ounces of meat/meat alternate for children ages three to five years.
6. The vendor shall provide an invoice with each meal delivery stating the date and number of meals delivered. This invoice must be signed by the CACFP organization's representative at the time of delivery.
7. The vendor shall not be paid for unauthorized menus, incomplete meals, meals that do not comply with CACFP meal pattern requirements, meals not delivered within the specified delivery time period, meals rejected because they do not comply with temperature requirements, or foods that are substandard in quality or show signs of spoilage. The vendor is responsible for any costs the CACFP organization may incur as a result of replacing these meals.
8. Should either the CACFP organization or vendor decide to terminate this contract for cause, a sixty (60) day notice is required.

### **Record Keeping Requirements**

1. The vendor must submit an itemized statement for all daily deliveries and charges within ten (10) days of the last day of each month.
2. The books and records of the vendor pertaining to this contract shall be available for a period of four (4) years or until a final resolution of any audits by representatives of the Illinois State Board of Education (ISBE) or the United States Department of Agriculture (USDA), the institution, and the Comptroller General of the United States at any reasonable time and place.
3. The vendor shall not assign, transfer, or pledge its rights of the agreement to another vendor without the written consent of the CACFP organization.

### **Inspection of Facility**

1. The CACFP organization, ISBE, 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 be inspected by the local or state health department.

### **Emergencies**

1. In the event of unforeseen emergency circumstances, the vendor shall immediately notify the CACFP organization by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected.
2. No payment will be made for deliveries made later than \_\_\_\_\_ hours after the specified meal time.
3. Adjustments for emergency situations affecting the vendor's ability to deliver meals or the CACFP organization's ability to utilize meals for a period longer than 24 hours will be mutually worked out between the vendor and the CACFP organization.