



OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
 Child Nutrition Services
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WINS NUMBER

**Child and Adult Care Food Program
 FOOD SERVICE AGREEMENT FOR VENDORS**

This agreement is entered into between the (institution name) _____ and (vendor) _____ for the purpose of providing meals for participants enrolled in the institution's Child and Adult Care Food Program (CACFP). This agreement provides the minimum obligations and responsibilities of the parties to this agreement. The parties below will be referred to throughout this agreement as the institution and the vendor.

Institution: Name
 Street Address
 City, State, Zip Code
 Contact Person
 Phone Number

Vendor: Name
 Street Address
 City, State, Zip Code
 Contact Person
 Phone Number

This agreement covers the period beginning _____ and ending _____, (not to exceed one year).
 Month/Day/Year

I. The vendor will:

A. Prepare meals and snacks for delivery pick up (check one) as indicated below to:

* _____
 (name of site)

*If more than one site, please attach list.

<u>Meal</u>	<u>Please Check</u>					<u>Delivery/Pick-up Time</u>	<u>Number</u>	<u>Cost</u>
	Mon	Tues	Wed	Thu	Fri			
Breakfast	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	@ _____ each
A.M. Snack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	@ _____ each
Lunch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	@ _____ each
P.M. Snack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	@ _____ each
Dinner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	@ _____ each
Late Snack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	@ _____ each

- Include not include milk with meals (check one).
- Include not include eating utensils, straws, and napkins (check one).

3. Provide sack lunches which meet federal regulation 7 CFR 226.20 requirements for field trips when requested by the institution five days in advance of the trip.
 4. Prepare and deliver bulk meals instead of unitized?
 Yes No Cost? _____
 5. Provide the institution with a monthly menu one week prior to the beginning of the month. Meals shall conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the institution and vendor.
 6. Allow menus and meal count adjustments _____ hours/_____ days prior to meal(s) preparation and delivery.
 7. Present the institution with an itemized invoice within ten working days following the end of the month for the previous month's deliveries.
 8. Pick up, if utilized, food transport carts from the previous day's delivery at the time of the current day's delivery.
- B. Meet all sanitation and health standards to ensure:
1. That appropriate health certifications are available for meal preparation facility(ies).
 2. That foods are kept at the proper temperatures and under sanitary conditions until the time of
 delivery pick up.
- C. Assume liability for any spoiled or unwholesome meals found at the time of delivery pick up. or that do not meet meal pattern requirements.
- D. Comply with applicable record keeping requirements and procedures to include the following:
1. The books and records of the vendor pertaining to the institution's food service operation shall be available for inspection and audit by representatives of OSPI, of the Department, and of the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by OSPI or the Department remains unresolved, until such time as the audit is resolved.
 2. Records that foods are at the proper temperatures and under sanitary conditions at the time of
 delivery pick up.
 3. Maintain full and accurate records which document: (1) the menus and list nutritional components and quantities used to prepare meals; and (2) the number of meals delivered picked up on a daily basis to the sponsor.
- E. The vendor will not subcontract for the total meal, with or without milk, or for the assembly of the meal per 7 CFR 226.21(e).
- F. The vendor shall operate in accordance with current program regulations.

II. The institution will:

- A. Meet all meal requirements as specified by USDA for the CACFP regulations as contained in federal regulation 7 CFR 226.20.
 - 1. Accept an initial cycle (or) monthly menu and agree upon menu changes or limitations and changes at specified times.
 - 2. Inform the vendor at a specified time each day of the number of meals by type required (see I.A. and I.A.5).
- B. Provide a list of approved site(s) and their locations to the vendor.
 - 1. Provide a person to receive and sign for meals, and verify safe temperature and sanitary condition of meals at the specified time and to accept only those meals that meet the requirements of federal regulation 7 CFR 226.20. Once received, safe temperatures will be maintained.
 - 2. Provide staff to serve meals and clean the serving area.
- C. Notify vendor five days in advance when meals will not be needed for various reasons, i.e., holidays, field trips, emergencies, etc.
- D. Issue payment for meals received within ten days following receipt of billing.
 - 1. Do not reimburse for meals delivered picked up when adjustment request, particularly downward, was not honored or when meals were delivered picked up spoiled or unwholesome or do not meet meal pattern requirements.
 - 2. Do not reimburse for meals delivered outside of the agreed upon delivery time as identified in paragraph I.A.
- E. Maintain all records justifying the number of meals received and served, for review by state and/or federal personnel. This includes records of amount of food prepared and count of meals supplied.
- F. Be able to amend any portion of this agreement in writing after approval by the state agency.
- G. The institution will remain responsible for ensuring that the food service operation conforms to its agreement with the state agency per 7 CFR 226.21(a).

All efforts will be made to resolve any disputes as they arise. If these efforts are not successful, this agreement may be terminated by written notification given by either party at least 60 days prior to the date of termination.

(Vendor Signature)

(Institution Signature)

(Title)

(Title)

(Date)

(Date)

Make two copies:
(1) Original to food service facility; (2) Copy to OSPI; (3) Copy to vendor

Equal Opportunity

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor 41 CFR ch.60.

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, gender, age, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, national origin, gender, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, gender, age, or disability.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.